

Your Home Policy

CHUBB®

Masterpiece®

Thank you for choosing Masterpiece®

Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. Masterpiece was launched in Ireland in 1998.

Our trademark three step approach is designed to eliminate the pitfalls of standard insurance. Each step helps to build to the certainty of superb cover and service:

- We are the only insurer to calculate the rebuild cost of every House we insure in Ireland. Together with our contents appraisals, we can agree accurate sums insured, creating a transparency that speeds up claim payments;
- This understanding also allows us to provide remarkable worldwide property cover - with few restrictive conditions and no penalties for undervaluing your property or its contents
- Finally, both steps help settle things in advance ensuring the fast, fair and fuss-free payment of claims. We aim to pay non-complex claims within two days, from first report to cleared funds in your account. For more complex claims we are renowned for our helpfulness and the speed of our decision-making and payment

Please do read this policy, and I hope you'll appreciate the scope of our cover and why we say we create certainty.

We are always endeavouring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



Annmarie M. Camp

Executive Vice President, Head of Personal Risk Services Europe

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Your Policy

This is **Your Policy** booklet which should be read alongside **Your** most recent **Policy Schedule**, any **Amendment to Cover Notices** and any **Endorsements**. Together these documents form the contract between **You** and **Us** and sets out the covers as well as any conditions **You** must comply with.

Please take the time to read and understand the documentation. If there is anything that **You** would like to clarify, in the first instance, please contact **Your** insurance broker.

Your Policy booklet details all the covers available when **You** purchase a personal insurance **Policy** from **Us**. Not all of the covers may be available to **You**. **Your Policy Schedule** sets out the covers provided to **You** and, where appropriate, the sums insured. If **You** would like to increase or add elements of cover to **Your Policy**, please contact **Your** insurance broker to discuss **Your** requirements.

Your Policy also sets out the circumstances when **You** should notify **Us** of changes. To ensure that **You** are covered, please ensure that **You** advise **Us** where required. If **You** are in any doubt about any change please contact **Your** insurance broker.

At renewal of **Your Policy**, **You** will be provided with an updated **Policy Schedule**. If there have been any changes to the cover provided under **Your Policy**, **You** will receive either an **Amendment to Cover Notice** or a replacement **Policy** booklet.

You are advised to keep **Your Policy Schedule**, **Your Policy** booklet, any **Amendment to Cover Notices** and any **Endorsements** in a safe place.

If **You** also have a Chubb motor insurance **Policy**, **You** will be provided with a separate **Policy** booklet that will need to be read together with **Your** most recent **Policy Schedule**, Certificate of Insurance, any **Amendment to Cover Notices** and any **Endorsements**.

Thank You for choosing Chubb to protect Your personal property

Introduction and Policy definitions

This is **Your** Chubb Masterpiece **Policy**. Together with **Your Policy Schedule, Amendment to Cover Notice** and **Endorsements**, it explains **Your** covers and other conditions of **Your Policy** in detail. This **Policy** is a contract between **You** and **Us**.

Please read Your Policy carefully and keep it in a safe place.

Agreement

We agree to provide the insurance described in this **Policy** in return for **Your** premium and compliance with all the **Policy** conditions.

Policy Definitions

In this **Policy**, words have their plain English meaning. Words with special meanings are defined here or in the relevant section of the **Policy** where they are used, or have a separate meaning. Throughout the **Policy**, defined terms will be capitalised, in italics and bold.

Amendment to Cover Notice means the most recent document of this name issued by **Us** to **You**.

Business means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

Covered Person means any person named on the **Policy Schedule** that isn't **You**, **Your** or a **Family Member**.

Covered Relative means the following relatives of the person named in **Your Policy Schedule** and a spouse or partner who lives with that person:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs, including adoptive parents, step-parents and stepgrandparents; or
- siblings, their children or other descendants of theirs; who do not live with **You**, including spouses or domestic partners of all the above.

Endorsement means a written modification to this **Policy** issued by **Us** to **You**.

Excess means that amount **We** will subtract from any covered loss **We** pay.

Family Member means any member of **Your** household residing with **You**, including employees.

Occurrence means any loss or accident to which this insurance applies which first occurs within the **Policy Period**. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one occurrence.

Physician means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a patient and who is qualified to provide such medical treatment. A **Physician** does not include **You** or a **Family Member**.

Policy means **Your** entire Chubb Masterpiece **Policy** booklet, including the **Policy Schedule**, any **Amendment to Cover Notices**, any **Endorsements**, and any mortgagee's **Policy Schedule**.

Policy Period means the period of cover shown in ***Your*** most recent ***Policy Schedule***.

Policy Schedule means the most recent ***Policy Schedule We*** issued to ***You***.

We, Our and ***Us*** means Chubb European Group SE or any other member insurer of the Chubb Group with Chubb Limited as its ultimate holding company.

You and ***Your*** means the person named in the ***Policy Schedule*** and the spouse or partner who permanently resides with that person.

Claims handling

Chubb has in place a written procedure for the effective and proper handling of claims. The procedure provides that:

- a) Where a claim form is required to be completed, it will be issued to **You** by **Us** within five business days of receiving notice of a claim;
- b) **We** will assist in the process of making a claim, including, where relevant, alerting **You** to relevant **Policy** terms and conditions;
- c) **We** will maintain a record of all conversations with **You** in relation to the claim; and
- d) **We**, while the claim is ongoing, will provide **You** with updates of any developments affecting the outcome of the claim within ten business days of the development. When additional documentation or clarification is required from **You**, **You** will be advised of this, as soon as required, in writing.

Making a claim and Key contact details

Making a House Cover, Contents Cover, Valuable Articles Cover, Public Liability Cover and Family Protection Cover claim

To make a claim under these sections of this **Policy**, please contact **Your** broker in the first instance, or call **Our** telephone numbers listed below. **Our** telephone services are manned 24 hours a day, 7 days a week. During office hours they are manned by Chubb claim staff, and out of hours by **Our** selected specialist partners. Out of office hours, **You** can inform **Us** of a claim by speaking to the operator at **Our** selected specialist partner when a loss occurs at **Your** residence, or in relation to a loss under the Hired or borrowed motor car cover whilst in the United States or Canada. The operator will then ensure that the information is passed to **Us**. Where possible **We** will contact **You** on the next business day.

When an emergency occurs requiring a tradesman such as a plumber, electrician or glazier, simply telephone any of the numbers below quoting **Your** Masterpiece **Policy** number. **You** will be put through to an operator who is trained to help **You** deal with the emergency. Please note that **You** are responsible for the payment of any fees or costs resulting from the use of these services not covered by **Your Policy**.

Calling from inside Ireland: 1800 242 702

Calling from outside Ireland: +353 1472 2098

Email: home-newclaims@chubb.com

Our address:

Chubb European Group SE, 5 George's Dock, IFSC, Dublin 1.

Making a Cyber Protection Cover query or claim

Cyber Protection Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

Through **Our** partner, Cyberscout, You have unlimited access to a 24 hour helpline. The helpline is available every day, except for 25th or 26th December. **You** may contact Cyberscout to:

- report a potential claim under the Cyber Protection Cover section of **Your Policy**
- access their cyber helpline to obtain support on cyber or identity related incidents that **You** may have become victim to. Cyberscout's experts can help You navigate and respond to a range of incidents including:
 - Fraudulent Fund Transfer
 - Cyber Extortion
 - Identity Fraud
 - Financial Loss
 - Breach of Personal Information
 - Cyber Bullying

If **You** have a Cyber Protection Cover query or claim, call Cyberscout on 1800 242 702 or +353 1472 2098 if calling from outside Ireland.

Making an Annual Travel claim

Annual Travel Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

Through **Our** selected specialist partners **You** have access to a 24 hour helpline. If **You** need pre-travel advice or a medical emergency occurs during an overseas Journey and **You** need special support, assistance, or advice, please contact the 24 hour helpline where highly experienced co-ordinators will manage **Your** call. Please ensure that **You** have details of **Your Policy** and any other relevant information to hand.

24 hour international medical emergency service:

Calling from inside Ireland: 1800 242 702

Calling from outside Ireland: +353 1472 2098

Send Your Annual Travel claim to the Travel Claims Department:

Masterpiece Travel Claims, Chubb European Group SE, 5 George's Dock, IFSC, Dublin 1.

About ARAG and Our specialist partners

The out-of-office helpline, the 24 hour international medical emergency service and ARAG legal services have been arranged by **Us** for **Your** convenience. Please note that all telephone calls to ARAG and **Our** selected specialist partners are monitored and recorded as part of **Our** training and quality assurance programmes.

Receiving Your House Cover, Contents Cover, Valuable Articles Cover, Public Liability Cover, Family Protection Cover, Cyber Protection Cover and Annual Travel Cover claim payment

You may elect to receive **Your** claim payment via electronic fund transfer rather than via cheque. This means **Your** claim payment will be sent directly from **Our** bank account to the bank account which **You** have provided to **Us**. When discussing **Your** claim with **Your** broker or **Us**, please provide the name of **Your** Bank and the applicable swift or IBAN number.

Making a House and Contents Legal Expenses query or claim

House and Contents Legal Expenses Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This House and Contents Legal Expenses Cover is administered by ARAG Legal Protection Limited; Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20, a company registered in Republic of Ireland number 639625. It is insured by ARAG Insurance Company Limited.

Through Our partner, ARAG, **You** have access to a 24 hour Helpline. **You** may contact ARAG directly to:

- report a potential claim under the House and Contents legal Expenses section of **Your Policy**; or
- access their legal advice service. Use of the legal advice service does not in itself constitute reporting of a House and Contents Legal Expenses claim. **You** do not have to contact Chubb to make such a claim.

ARAG legal advice service: Through ARAG **You** also have access to the ARAG legal services 24 hour advice service in the event of a legal problem. This is a confidential service which ARAG provides as part of **Your** House and Contents legal Expenses Cover. The advice covers any personal legal matter. **Your** query will be dealt with by a suitably qualified specialist experienced in handling a range of legal related matters.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances.

If **You** have a House and Contents legal Expenses query or claim, or for legal advice: Call ARAG on 1800 242 702

Please send **Your** House and Contents Legal Expenses query or claim to:
ARAG Legal Protection Limited; Europa House, Harcourt Centre,
Harcourt Street, Dublin 2, D02 WR20.

Making a House Cover, Contents Cover, Valuable Articles Cover, Public Liability Cover, Family Protection Cover, Cyber Protection Cover and Annual Travel Cover complaint

We aim to provide customers with the highest possible level of service at all times. If **You** are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the **Policy** for **You** or contact **Us** at:

Private Clients Manager, Chubb European Group SE, 5 George's Dock, IFSC, Dublin 1.
T 01 440 1700

We will seek to resolve any complaints from **You**. When **We** receive an oral complaint, **We** will offer **You** the opportunity to have this handled in accordance with **Our** complaints procedure. Chubb has in place a written procedure for the proper handling of complaints. This procedure need not apply where the complaint has been resolved to **Your** satisfaction within five business days, provided however that a record of this fact is maintained.

At a minimum this procedure must provide that:

- a) **We** will acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received;
- b) **We** will provide **You** with the name of one or more individuals appointed by **Us** to be **Your** point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further;
- c) **We** will provide **You** with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made;
- d) **We** will attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, **We** will inform **You** of the anticipated timeframe within which **We** hope to resolve the complaint and will inform **You** that the matter can be referred to the relevant Ombudsman; **We** will provide **You** with the contact details of such Ombudsman; and
- e) within five business days of the completion of the investigation, **We** will advise **You** on paper or on another durable medium of:
 - i) the outcome of the investigation;
 - ii) where applicable, the terms of any offer or settlement being made;
 - iii) that **You** can refer the matter to the relevant Ombudsman, and the contact details of such Ombudsman.

We will maintain up-to-date and comprehensive records for each complaint received from **You**.

If **We** are unable to resolve the complaint to **Your** satisfaction **You** may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) in Ireland. The FSPO can be contacted at the address shown below:

Address: The Financial Services and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin, D02 VH29

Tel: + 353 1 567 7000 Email: info@fspoi.ie Website: www.fspoi.ie

Referring the matter to the FSPO will not affect **Your** right to take legal action against **Us**.

Financial Services Compensation Scheme

Chubb subscribes to the Financial Services Compensation Scheme of the United Kingdom. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Insurance Compensation Fund

In the event of an Insurer such as Chubb being unable to satisfy claims, **You** may be entitled to compensation from the Insurance Compensation Fund in Ireland. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or €825,000, whichever is the lesser.

Making a House and Contents Legal Expenses complaint

If **You** have a House and Contents Legal Expenses complaint: Call ARAG on 1800 242 702.

Please send **Your** House and Contents Legal Expenses complaint to:
ARAG Legal Protection Limited; Europa House, Harcourt Centre,
Harcourt Street, Dublin 2, D02 WR20..

Should You remain dissatisfied with the final response to Your complaint or if You have not received a final response within 40 (forty) business days of the complaint being made, You may be eligible to refer Your complaint to the Financial Services and Pensions Ombudsman (FSPO). The FSPO can be contacted at the address shown above.

If You have purchased Your contract online You may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to Your right to commence a legal action or an alternative dispute resolution proceeding in accordance with Your contractual rights.

Registered office

Chubb European Group SE. Irish registered branch address:
5 George's Dock, IFSC, Dublin 1. Company Number 1112892.

Registered Office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.)

Policy conditions

This part of **Your Policy** details the terms and conditions which form part of **Your Policy**. Please note that these **Policy** conditions apply in addition to the conditions stated in each cover part of **Your Policy**. Failure to comply with the **Policy** conditions may invalidate **Your** claim.

These conditions apply to **Your Policy** in general and to each cover in it.

Change of risk

The terms of **Your Policy** and the premium are based upon the information **You** provide to **Us**. During the **Policy Period**, if any of the following events is about to occur, **You** must tell **Us** before they happen:

- any change of occupancy to any property listed on **Your Policy Schedule** (for example, letting out a property)
- any change of use to any property listed on **Your Policy Schedule** (for example, if used for business or for paying guests)
- any planned building works to any property on **Your Policy Schedule** expected to cost over €200,000
- if **You** plan for **Your** or a **Family Member's** Valuable Articles to be displayed or exhibited at a gallery, museum, art fair or exposition

Where one (or more) of the above events occur(s), or is about to occur, **We** will have the right to amend the terms of **Your Policy** and charge an additional premium, or cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 16 of this **Policy** booklet.

During the **Policy Period**, if any of the following events occurs, **You** must notify **Us** immediately:

- any deterioration to the condition of property on **Your Policy Schedule** including evidence of subsidence, landslip or heave
- any change in the security arrangements in relation to any property listed on **Your Policy Schedule**
- any change to **You** or **Your Family Members'** occupations or professions
- if **You** are or any **Family Member** is charged with, or convicted of any offence (other than motoring convictions and/or spent convictions)
- if **You** are or any **Family Member** is made bankrupt and/or enter into an individual voluntary arrangement

Where one (or more) of the above events occur(s), **We** will have the right to amend the terms of **Your Policy** and charge an additional premium, or cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 16 of this **Policy** booklet. If **You** are unsure about whether **You** need to tell **Us** something, please speak to **Your** broker, or tell **Us**.

Answers to Our questions

You, each **Family Member**, each **Covered Person** and anyone acting on **Your**, any **Family Member's** or any **Covered Person's** behalf have a responsibility to answer honestly and with reasonable care all questions posed by **Us** when applying for this **Policy** or when it is varied.

In answering **Our** questions If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- provide **Us** with information which **You** or they know is false or misleading; or
- consciously disregard whether a misrepresentation is false or misleading; or
- where any conduct (relative to the contract or the steps leading to its formation) by **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf involves fraud of any other kind,
 - then **We** can. treat this **Policy** as if it never existed,
 - **We** can decline all claims and **We** need not return any premium paid by **You**.

In answering **Our** questions if **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf makes a careless misrepresentation (that is, one that is not fraudulent) **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **You**, a **Family Member's** or a **Covered Person's**, or anyone acting on **Your** or their behalf's, carelessness;
- reduce the amount **We** pay on a claim to the proportion that the premium **You** have paid bears to the premium **We** would have charged **You** had the careless misrepresentation not been made;
- cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 17 of this **Policy** booklet

In answering **Our** questions if **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf make an innocent misrepresentation (that is one that is neither fraudulent or careless) **We** will still pay the claim and **We** will not avoid **Your Policy**.

Fraudulent claims

If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- knowingly makes a dishonest, fraudulent or exaggerated claim under **Your Policy**;
- knowingly makes a false statement in support of a claim;
- knowingly provides a false or forged document in support of a claim; and/or
- makes a claim for any loss or damage caused by **You** or their wilful act or caused with **Your** agreement, knowledge or collusion, then **We** may give **You** notice that **Your Policy** will be treated as terminated from the date of any such act.

We will not pay any fraudulent claims, **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under **Your Policy**, legal action may be taken against **You** and **We** may inform the Police and any other law enforcement agencies about the claim.

Policy Period

The date cover begins and ends are shown in the **Policy Schedule**. Those dates begin and end at 00.01 Greenwich Mean Time.

All covers on this **Policy** apply only to **Occurrences** that take place during the **Policy Period** as specified in the **Policy Schedule**.

Policy enhancements

We may extend or broaden the cover provided by this **Policy**. If **We** do this during the **Policy Period** or within 60 days before the **Policy Period** commences without increasing the premium, then the extended or broadened cover will apply to an **Occurrence** after the effective date of the extended or broadened cover.

Transfer of rights

If **We** make a payment under this **Policy**, **We** will assume any recovery rights **You**, a **Family Member** or a **Covered Person** has in connection with that loss, to the extent **We** have paid for the loss.

All of **Your** rights of recovery will become **Our** rights to the extent of any payment **We** make under this **Policy**. **You**, a **Family Member** or a **Covered Person** must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

Application of cover

Cover applies separately to **You**, a **Family Member** or any **Covered Person**. However, this provision does not increase the amount of cover for any one **Occurrence**.

Duplicate cover

If a loss is covered under more than one part of this **Policy**, **We** will pay **You** under the part giving **You** the most cover but not under more than one part. However, when both Valuable Articles Unspecified cover and Contents Cover are shown in the **Policy Schedule**, and a loss is covered under both parts, **Your** amount of cover will equal the combined total of both the Contents and Valuable Articles unspecified limits, subject to the Contents Special limits and **Policy** provisions. In no event will **We** make duplicate payments.

When Valuable Articles Specified cover is shown in the **Policy Schedule**, **Your** amount of cover is limited to the Specified sum insured for that Valuable Article as shown in **Your Policy Schedule**.

Other insurance

If at the time of an **Occurrence** under this **Policy** there is any other insurance covering the same loss, damage, accident or liability or any part of such loss, damage, accident or liability, **We** will only pay **Our** proportion of the claim.

Assignment

You cannot transfer **Your** interest in this **Policy** to anyone else without **Our** written agreement.

Policy changes

This **Policy** can be changed by a written amendment issued by **Us** or by **You** with **Our** agreement.

Bankruptcy or insolvency

We will meet all **Our** obligations under this **Policy** regardless of whether **You**, **Your** estate, or anyone else or their estate becomes bankrupt or insolvent.

Building works

You or a **Covered Person** must provide **Us** with the full details of any building work exceeding €200,000 to take place at any of **Your** residences shown in **Your Policy Schedule** before the building works begin. Failure to notify **Us** may result in any loss or any resulting loss directly or indirectly caused by or relating to such building works not being covered under this **Policy**.

Maintenance

You must maintain **Your** property in a good state of repair and **You** must repair any partial loss or damage to **Your** property.

Loss payee

If a third party is named in this **Policy** as a “loss payee”, any loss payable will be paid to the loss payee and **You**, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of the loss payees as shown in the **Policy Schedule**. **We** cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on **Your** part.

If **We** deny **Your** claim, that denial will not apply to a valid claim of the loss payee, provided that the loss payee:

- notifies **Us** of any change in ownership or substantial change in risk of which the loss payee is aware;
- pays any premium due under this **Policy** on demand if **You** have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from **Us** of **Your** failure to do so

All **Policy** conditions apply to the loss payee. If the **Policy** is cancelled or not renewed by **Us**, the loss payee will be notified at least 10 days before the date cancellation or non-renewal takes effect.

If **We** pay the loss payee for any loss and deny payment to **You**, then:

- **We** will be subrogated to all rights of the loss payee granted under the loan on the property; or
- at **Our** option, **We** may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, **We** will receive a full assignment and transfer from the loss payee and all securities held as collateral to the debt

Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee's claim.

Mortgagees non-invalidation

The rights of the mortgagee under this **Policy** will not be prejudiced by any act of the mortgagor of **Your** property provided that the mortgagee gives notice in writing to **Us** immediately on becoming aware of such act and pays any reasonable additional premium.

Assistance

You, a Family Member, or a Covered Person must provide **Us** with all available information and cooperate with **Us** fully. This includes providing any papers in the case or other documents which may help **Us** in the event that **We** provide a defence.

Examination under oath

We have the right to examine under oath, as often as **We** may reasonably require, **You, any Family Members and any Covered Persons. We** may also ask **You, a Family Member or a Covered Person** to give **Us** a signed description of the circumstances surrounding a loss and **Your** or their interest in it, and to produce all records and documents **We** request and permit **Us** to make copies.

Your cancellation within the cooling off period

To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** have a statutory right to cancel **Your Policy** for any reason within 14 days of receipt of **Your Policy** documentation, or 14 days from the effective date of the **Policy**, whichever is the later. Upon cancellation **We** will refund any premium to **You**, provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding.

Your cancellation outside of the cooling off period

To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** can cancel **Your Policy** at any time and if **You** cancel outside the cooling off period, **You** are entitled to a pro rata refund of premium. Upon cancellation **We** will refund any premium to **You**, on a pro-rata basis provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding.

Our cancellation

We may cancel **Your Policy** by giving **You** 14 days' written notice of such cancellation, by recorded delivery at **Your** last known address where **We** have grounds for doing so. Grounds for cancellation are:

- If a fraudulent misrepresentation or a careless misrepresentation is made in answering **Our** questions before the **Policy** is entered into or varied.
- Failure to provide information or documentation **We** require and ask for to underwrite the **Policy**
- If **We** are ordered to or instructed to cancel this **Policy** by a regulator, court, or other law enforcement agency
- Failure to pay premiums when due
- Attempted or actual fraud

If **We** cancel this policy we will refund any premium on a pro-rata basis, except where attempted, or actual fraud has taken place. **We** will not refund any premium if a claim/ loss has occurred or is outstanding.

If a **Policy** is cancelled due to attempted or actual fraud, then **We** may recover from **You** any sums paid by **Us** to **You** in respect of any fraudulent claims. In addition **We** may by notice to **You**, treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

Cancellation following non-payment of premium

If **Your Policy** premium is not paid when due, then your **Policy** will be considered void and of no effect and **We** will not pay any claims.

If **Your Policy** premium is paid by instalments and an instalment remains unpaid after 14 days, **We** may cancel **Your Policy** from the date the last instalment was due and **We** will not pay any claim made during the period when the premium was unpaid.

If the initial instalment premium has not been paid, **Your Policy** will be considered void and of no effect and **We** will not pay any claim under **Your Policy**.

Return premiums and additional premiums

If **You** make any amendments to **Your Policy** and the resulting prorata additional or return premium is less than €40 (excluding levy) **We** will not apply this amount and the return or additional premium due shall be nil.

Refund

In the event of cancellation by **You** or by **Us**, **We** will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by **You**. However, **We** will not refund any premium in the event **We** have paid a claim /if a claim is outstanding or if attempted / actual fraud has taken place.

Choice of law

You and **We** are free to choose the law applicable to this **Policy**. **We** propose to apply the laws of Ireland and by taking out this **Policy** **You** have agreed to this.

Data protection notice

Chubb uses personal information which **You** supply to **Us** or to **Your** Insurance broker in order to write and administer this **Policy**, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring or to a claim **You** are reporting.

We are part of a global group, and **Your** personal information may be shared with our group companies in other countries as required to provide **Your Policy** or to store **Your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **Your** personal information subject to our instructions and control. The agency records **Our** enquiries but **Your** credit rating is not affected.

You have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use **Your** personal information. For more information, **We** strongly recommend you read **Our** user-friendly Master Privacy, available here: <https://www2.chubb.com/ie-en/footer/privacy-policy.aspx>. You can ask is for a paper copy of the Privacy Policy at any time, by contacting us at dataprotectionoffice.europe@chubb.com

Data protection privacy statement (House and Contents Legal Expenses and Home Emergency Cover only)

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see their website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it should only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

Using personal or sensitive information

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

Keeping personal information

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

Your rights

Any person insured by this policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to ARAG's full privacy statement for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

Insurance Act 1936

All monies which become or may become due and payable by **Us** under this **Policy** shall in accordance with section 93 of the Insurance act 1936 be payable and paid in the Republic of Ireland.

Stamp duty

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

Property conditions

In addition to the **Policy** conditions, the following property conditions apply to **Your** House Cover, Contents Cover, Valuable Articles Cover and Family Protection Cover parts of **Your Policy**.

Duties after a loss

In case of a loss which this **Policy** may cover, **You** or a **Family Member** must do the following:-

Notification

You or a **Family Member** must notify **Us** or **Your** broker of the loss or damage as soon as possible. In case of theft, accidental loss or a loss under **Your** Family Protection Cover part of this **Policy**, **You** or a **Family Member** must also notify the Police or other similar competent authority as soon as possible. Failure to notify **Us**, **Your** broker and the Police or other similar competent authority (if applicable) of the loss or damage promptly may reduce any claim settlement or result in any loss not being covered under **Your Policy**.

Protect property

You or a **Family Member** must take reasonable steps to protect property from further damage and make any emergency repairs that are necessary to protect the property. **You** or a **Family Member** must also keep an accurate record of expenses incurred. **We** may not pay for any non-emergency repairs unless prior authorisation has been obtained from **Us**. **We** will pay the reasonable costs incurred to protect the property from further damage at **Our** discretion. This will not increase the amount of cover that applies.

Display property

Failure to show **Us** the damaged property when **We** ask may result in any loss not being covered under **Your Policy**.

Prepare an inventory

You must prepare an inventory of damaged, lost or stolen personal property, describing the property in full. It should show in detail the amount insured under **Your Policy** and actual amount of the loss. **You** must attach invoices, receipts and other documents to support **Your** inventory.

Proof of loss

You or a **Family Member** must submit to **Us**, within 60 days after **We** request, a signed, sworn or affirmed Proof of loss which documents, to the best of **Your** or their knowledge and belief:

- the time, cause and full circumstances of loss;
- interest of the insured and all others in the property involved and all security interests in the property;
- other insurance which may cover the loss;
- changes in title or occupancy of the property during the **Policy Period**;
- specifications and repair or replacement estimates for any damaged property; and
- receipts and documentation for additional living expenses and loss of rent incurred

Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under **Your Policy**.

Insurable interest

We will not pay for any loss or damage to property in which **You** or a **Family Member** does not have an insurable interest at the time of the loss meaning they do not suffer any financial or other loss as a result of the loss or damage to the property.

If more than one person has an insurable interest in covered property, **We** will not pay for an amount greater than the insurable interest attributable to **You** or a **Family Member**, up to the amount of cover that applies.

Abandoning property

You or a **Family Member** cannot abandon any property to **Us** without **Our** prior agreement, or to a third party unless **We** agree.

Carrier and bailees

We will not make any payments under this **Policy** to the benefit of any carrier or other persons holding damaged property on **Your** behalf.

Policy exclusions

This part of *Your Policy* details exclusions which apply to each and every part of this *Policy*. Please note that these *Policy* exclusions apply in addition to the exclusions stated in each cover part of *Your Policy*.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

Intentional acts

We do not cover any loss or damages caused intentionally by *You*, a *Family Member*, a *Covered Person* or by a person directed by *You*, a *Family Member* or a *Covered Person* to cause a loss or damage. But *We* do provide cover for *You*, a *Family Member* or a *Covered Person* who is not responsible for causing such loss or damage.

Acts of war

We do not cover any loss or damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

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*, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Ireland or United States of America.

Sonic bangs

We do not cover any loss or damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Nuclear, biological, chemical or radiation hazard

We do not cover any loss or damages caused directly or indirectly by nuclear reaction, radiation, or biological, chemical, or radioactive contamination, regardless of how it was caused. But *We* do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.

Mould

We do not provide coverage for the presence of Mould, however caused, or any loss or damages caused by Mould. But *We* do cover Mould resulting from fire or lightning unless another exclusion applies.

Mould means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

House Cover

House Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides insurance against all risks of physical loss to **Your** House. In House Cover, a covered loss includes all risks of physical loss to **Your** House unless stated otherwise in **Your Policy** or an exclusion applies.

House means the main dwelling and attached buildings including service pipes, cables and underground tanks supplying the main dwelling and attached buildings, at each location named in **Your Policy Schedule**.

How We Will Pay Your Claim

Sum insured

The sum insured for each House is shown in **Your Policy Schedule**. To help **You** and **Us** agree on the appropriate sum insured, **We** will conduct appraisals of **Your** House. The sum insured may be changed when appraisals are conducted and when the **Policy** is renewed to reflect current costs and values.

Rebuilding cost means the lesser of the amount required at the time of loss to repair, replace or rebuild **Your** House or Other permanent structure, at the same location, using the same design and with the same quality of materials and workmanship which existed before the loss. This includes Fees and associated costs, plus the cost of complying with building regulations, local authority or other statutory requirements made necessary by the loss. Rebuilding cost also includes the reasonable expenses **You** incur to remove debris of a covered loss. Rebuilding cost does not include payment for the excavation, replacement or stabilisation of land.

Fees and associated costs means architects', surveyors', and legal fees necessarily incurred to repair, replace or rebuild.

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

Inflation protection

During the **Policy Period**, 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 Building Cost Index issued by the Department of the Environment or if this index is not available, an alternative index as **We** shall determine. **Your** sum insured will also continue to be adjusted daily to reflect the current effect of inflation during a covered loss.

Excess

A basic **Excess** listed in the **Policy Schedule** applies to each and every covered loss but it does not apply to an individual covered loss of more than €15,000 under **Your Policy**. When appropriate, the Vacant House or Subsidence **Excess** will apply instead of the basic **Excess**; these **Excesses** are not waived on any covered loss.

Where a covered loss relates to the House and Contents Cover sections of this *Policy*, in the same *Occurrence*, **We will apply the greater of the **Excesses** to the loss.**

Vacant House Excess

If the House has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and **You** did not notify **Us** it would be vacant, the **Excess** will be increased to 5% of the sum insured (unless it is already greater).

Subsidence Excess

An **Excess** of €1,250 applies to each covered loss due to subsidence, heave or landslip, unless a higher **Excess** already applies.

Payment basis

Your Policy Schedule indicates the payment basis for **Your** House.

Extended replacement cost

If the payment basis is Extended replacement cost, **We** will pay the Rebuilding cost even if this amount is greater than the sum insured shown in **Your Policy Schedule**.

Replacement cost

If the payment basis is Replacement cost, **We** will pay the Rebuilding cost up to the sum insured for **Your** House or the sum insured for Other permanent structures as shown in **Your Policy Schedule**, whether or not **You** actually repair, replace or rebuild. Extended replacement cost and Replacement cost are provided on the condition that **You** maintain at least the sum insured for **Your** House and Other permanent structure(s) as previously agreed, including any adjustments by **Us** based on appraisals, re-evaluations and annual adjustments for inflation.

Extended replacement cost and Replacement cost are subject to the following:

Your duty

To ensure that **You** are properly covered, **You** must maintain an appropriate sum insured. Please notify **Your** broker of any additions, alterations or renovations to **Your** House or Other permanent structures. **You** must notify **Your** broker at the beginning of construction so that the sum insured for **Your** House or Other permanent structures as shown in **Your Policy Schedule** can be adjusted to reflect the proper Rebuilding cost. **You** may apply for Extended replacement cost payment basis when the construction is complete, by notifying **Your** broker.

If **You** do not repair, replace or rebuild **Your** House or Other permanent structure(s) at the same location, **Your** payment basis will be Replacement cost.

If **You** cannot repair, replace or rebuild **Your** House because **Your** primary mortgagee or its assignees has recalled **Your** mortgage, **We** will pay up to the sum insured shown in the **Policy Schedule** for **Your** House.

If **You** have a partial loss to **Your** House 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 Rebuilding cost, less depreciation.

Sale of the House

If **You** enter into a contract to sell **Your** interest in any House shown in **Your Policy Schedule** and, between exchange of contracts (or in Scotland, the offer to purchase) and completion of the sale, the House is damaged by any covered loss, the purchaser shall be entitled to the benefit of this insurance in respect of such loss when the sale is completed, provided the House is not otherwise insured by the purchaser or on their behalf.

Covers

These covers are included in **Your** House Cover and are in addition to the sum insured for **Your** House unless stated otherwise in **Your Policy** or an exclusion applies. The **Excess** applies to covers unless stated otherwise.

Other permanent structures

We cover Other permanent structures on the grounds of **Your** House. For each **Occurrence**, **We** will pay up to 20% of the sum insured for **Your** House at the location at which the loss occurs or any higher amount **You** previously purchased for Other permanent structures at that location. **Your** total sum insured for this cover is listed in the **Policy Schedule** under Other permanent structures. The payment basis for Other permanent structures cover is Replacement cost.

Other permanent structures means any permanent structures within the grounds of **Your** House not attached to **Your** House or any boundary walls attached to **Your** House.

We do not cover loss or damage to any fence, gate, bulkhead, bridge, sea wall, jetty, pier, wharf or dock caused by wind, storm or flood.

Memorial stones

We will pay up to €2,500 for loss or damage to a stone or plaque in the memorial of **Your** parent, spouse, partner or child, occurring in the Republic of Ireland.

Unlimited trace and access

If water, gas or oil escapes from **Your** household heating, cooking or water system, **We** cover the cost of removing and replacing any part of **Your** House or Other permanent structure necessary to repair **Your** household heating, cooking or water system.

We do not cover loss or damage to the household heating, cooking or water system itself.

Additional living expense

Under certain conditions (described below), when **Your** House cannot be lived in, because of a covered loss to **Your** House, **We** cover the loss of its use for additional living expenses which consists of: alternative accommodation, loss of rent and forced evacuation. There is no **Excess** for this cover.

Alternative accommodation

If **Your House** cannot be lived in because of a covered loss to **Your House**, **We** cover

- the reasonable additional costs of comparable accommodation, including reasonable accommodation for **Your** domestic pets and horses, incurred during the period of time necessary to restore **Your House** to a habitable condition, or
- an amount of up to 50% of what would have been the reasonable additional costs of comparable accommodation, including reasonable accommodation for **Your** domestic pets and horses, incurred during the period of time necessary to restore **Your House**

to a habitable condition, if **You** chose to make **Your** own alternative accommodation arrangements.

We cover the additional costs for the reasonable amount of time it takes to repair or rebuild **Your House**, or for **Your** household to relocate.

Loss of rent

If a part of **Your** House or Other permanent structure which is rented to others cannot be lived in because of a covered loss to **Your** House or Other permanent structure, **We** will pay the rent **You** would have received, including ground rent. **We** cover this loss of rent for the reasonable amount of time it takes to repair or rebuild that part of **Your** House or Other permanent structure which was rented to others, or for **Your** household to relocate.

Forced evacuation

If a government or public authority prohibits **You** from living in **Your** House, **We** cover the reasonable additional costs of comparable accommodation, including reasonable accommodation for **Your** domestic pets and horses. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this **Policy**.

We also cover any loss of rent if **Your** House or Other permanent structure or any part thereof is usually rented but **We** do not cover any loss of rents due to termination of a lease or agreement. **We** cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the **Policy Period** ends during that time.

Land

If there is a covered loss to **Your** House or Other permanent structure and the related repair or rebuilding requires excavation, replacement, or stabilisation of land under or around **Your** House or Other permanent structure, **We** will also pay up to 10% of the amount of the covered loss to **Your** House or Other permanent structure for the excavation, replacement, or stabilisation of the land.

Trees, shrubs, plants and lawns

We cover loss to trees, shrubs, plants, and lawns at **Your** House caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft. **We** will pay up to a total of 10% of the sum insured for **Your** House at the location at which the loss occurs. If **Your** payment basis is Extended replacement cost, the 10% is applied to the increased amount of cover.

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

Falling trees

We cover loss or damage to **Your** House and Other permanent structures caused by falling trees, including the cost of tree removal.

We will also pay up to a total of €1,000 in a **Policy Period** for the removal cost of trees felled by a storm where no loss or damage has occurred to **Your** House or Other permanent structures at a residence listed on **Your Policy Schedule**.

Fire brigade charges

We will pay charges levied by the fire authority in controlling or extinguishing a fire at **Your** House in circumstances which have given rise to or, but for the action of the fire authority, would have given rise to a covered loss under this **Policy**.

Trespass cover

We will cover up to €25,000 for loss or damage to the land and/or water features at **Your** House and the removal of litter or debris, caused by unlawful trespassing or fly-tipping on **Your** land and/or water features at **Your** House or Other permanent structures.

Unlimited lock replacement

If the keys to **Your** House or Other permanent structure are lost or stolen, **We** will pay the cost of replacing the locks of **Your** House or Other permanent structure and any associated locks. There is no **Excess** for this cover.

Emergency repairs

After a covered loss, **We** cover the reasonable expenses **You** incur for necessary emergency repairs to protect **Your** House or Other permanent structures against further covered damage.

These payments do not increase the amount of cover for **Your** House or the Other permanent structures cover.

Construction materials

We will cover up to €200,000 for works, materials and supplies owned by **You** on the grounds of **Your** House or Other permanent structures for use in the construction, alteration or repair of **Your** House or Other permanent structures.

If the cost of the building work exceeds €200,000 **You** must notify **Us** before the building works begin. These payments apply only to a covered loss and they do not increase the amount of cover for **Your** House or the Other permanent structures cover.

Unlimited loss of oil or metered water

If oil or metered water escapes from **Your** household heating or water system at **Your** House, **We** cover the cost of loss of oil or metered water.

Damage by oil

We cover loss or damage to **Your** House caused by the escape of oil from any fixed domestic heating installation at **Your** House. **We** also cover the cost of clearing up contamination or pollution of land and/or water at **Your** House caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation at **Your** House up to €50,000 in a **Policy Period**.

Water detection expense

We will reimburse **You** for the reasonable expense **You** incurred, up to €1,000 to install a Water leak detection and control system following a covered water damage loss to **Your** House or **Your** Other permanent structures within the **Policy Period**. This cover applies only if:

- the amount of the covered water damage loss is €15,000 or more prior to the application of the **Excess**;
- the covered water damage loss is caused by a leak or break in a plumbing, heating or air conditioning system; and
- the installation of a Water leak detection and control system was the first time such a system was installed in **Your** House or Other permanent structures

There is no **Excess** for this cover.

These payments do not increase the amount of cover for **Your** House or Other permanent structures

Water leak detection and control system means a system in **Your** House or Other permanent structures that monitors:

- areas containing plumbing devices, appliances and other outlets for a water leak and if detected, closes the main water supply pipe; or
- unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply pipe

Environmental upgrade cover

We will contribute up to €25,000 for the reasonable expenses incurred by **You**, in installing a solar, wind or geothermal, electrical power-generating system as part of the repair or replacement of the part of **Your** House which is the subject of a covered loss within the **Policy Period**. This cover applies only if:

- the amount of the covered loss is €10,000 or more prior to the application of the **Excess**; and
- the installation of a solar, wind or geothermal, electrical power-generating system was the first time such a system was installed at **Your** House

There is no **Excess** for this cover.

This payment does not increase the amount of cover for **Your** House.

Utility expenses

If **You** have a covered loss to **Your** solar, wind or geothermal, electrical power-generating system or to **Your** Alternative water system on the grounds of **Your** House, **We** provide coverage for Utility expenses. The maximum amount **We** will pay for all Utility expenses is €10,000 in total for each **Occurrence**. Coverage for Utility expenses only applies if **You** begin to repair or replace the applicable damaged or lost solar, wind, geothermal, electrical powergenerating system or Alternative water system within 30 days of the **Occurrence**. These payments do not increase the amount of cover for **Your** House or Other permanent structures.

Utility expenses means Power utility expenses, Power utility income and Alternative water expenses.

Power utility expenses

If a covered loss to **Your** solar, wind or geothermal, electrical power-generating system on the grounds of **Your** House makes it necessary for **You** to purchase all of **Your** electrical power from a power utility company, **We** cover the increase in these power utility expenses for the reasonable amount of time required to repair or replace **Your** solar, wind or geothermal, electrical power-generating system.

Power utility income

If a covered loss to **Your** solar, wind or geothermal, electrical power-generating system on the grounds of **Your** House makes it necessary for **You** to purchase all of **Your** electrical power from a power utility company, **We** cover the increase in these Power utility expenses for the reasonable amount of time required to repair or replace **Your** solar, wind or geothermal, electrical power-generating system.

Our payment will be based upon the average of **Your** Power utility income over the 12 month period immediately prior to the covered loss.

Power utility income means income paid to **You**, or renewable energy certificates or other similar monetary credits issued to **You** by a power utility company for the excess electrical power produced by **Your** solar, wind or geothermal, electrical power-generating system.

Alternative water expenses

If a covered loss to **Your** Alternative water system makes it necessary for **You** to purchase replacement water for residential watering of the grounds of **Your** House, **We** cover the increase in these water expenses for the reasonable amount of time required to repair or replace **Your** Alternative water system. However **We** do not cover this increase if the covered loss is only to the Alternative water system's sprinkler heads.

Alternative water system means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of **Your** House to supply or reuse non-potable, untreated or partially treated household waste water, ground water or rain water for residential watering of the grounds of **Your** House in accordance with **Your** local building regulations. An Alternative water system does not include a water well.

Disability cover

We will pay up to €100,000 for essential alterations to **Your** House or Other permanent structure to allow **You** or a **Family Member** to live unassisted if **You** or a **Family Member** are permanently disabled as a result of either an illness or injury which first occurred during the **Policy Period**.

Fatal injury

If **You** or a **Family Member** suffer physical injury as a result of either fire or violent intruders at a covered location shown in **Your Policy Schedule** and those injuries prove fatal within 12 months of the incident first occurring, **We** will pay **You** or a **Family Member** so injured €63,500 (or less if limited by law).

Reward

We will pay up to a maximum of €10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment: **You**, a **Family Member**, or the Police.

Emergency power cover

If following a covered loss caused by storm **Your** House is without power for a period in excess of 24 hours, **We** will reimburse **You** for the reasonable cost **You** incurred, up to €1,000, to install a Generator system.

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

Exclusions

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

Loss by animals

We do not cover any loss or damage caused by vermin, insects or rodents. Nor do **We** cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But **We** do cover ensuing covered loss or damage unless another exclusion applies.

Erosion

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

Frost

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

Carpets and curtains

We do not cover any loss or damage to carpets and curtains under House Cover, but **We** do cover carpets and curtains under Contents Cover. **Your Policy Schedule** will state if this cover applies.

Freezing water

We do not cover any loss or damage caused by water freezing in a plumbing, heating, or air conditioning system or household appliance if **Your** House 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 in **Your** House or Other permanent structure or shut off and drained the water from the system or appliance.

Contamination

Unless stated otherwise, **We** do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do **We** cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents, or waste.

A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.

Subsidence, heave or landslip

We do not cover any loss or damage to any land, patio, terrace, swimming pool, tennis court, footpath, pavement, driveway, bridge, retaining wall, boundary wall, garden wall, sea wall, jetty, pier, wharf or dock, domestic fixed fuel tank, fence or gate caused by subsidence, heave or landslip, unless **Your** House also sustains a covered loss or damage by the same circumstance described and at the same time. *We* also do not cover any loss or damage to solid floor slabs or any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of **Your** House are also damaged by the same circumstance described and at the same time.

Structural changes

We do not cover loss or damage caused by the demolition, structural alteration, or repair of **Your** House or Other permanent structures.

Structural movement

We do not cover any loss or damage caused by the movement of **Your** House or Other permanent structures, unless caused by subsidence, heave or landslip.

Gradual or sudden loss

We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. *We* also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But *We* do insure ensuing covered loss unless another exclusion applies.

Faulty planning, construction, or maintenance

We do not cover any loss or damage caused by the faulty acts, errors, or omissions of **You**, a **Family Member**, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But *We* do insure ensuing covered loss unless another exclusion applies. Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. Construction includes materials, workmanship and parts or equipment used for construction or repair.

Cleaning and renovations

We do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

Contents Cover

Contents Cover only applies to **Your Policy** if shown in **Your Policy Schedule**. This part of **Your Policy** provides insurance against all risks of physical loss to Contents.

In Contents Cover, a covered loss includes all risks of physical loss to **Your** Contents anywhere in the world unless stated otherwise in **Your Policy** or an exclusion applies.

Contents means unspecified personal property owned by **You** or a **Family Member**, or for which **You** or a **Family Member** are legally responsible or personal property of **Your** guests, domestic employees or relatives whilst in any residence listed in **Your Policy Schedule**.

Your Residence means **Your** residence with Contents Cover listed in **Your Policy Schedule**.

How We Will Pay Your Claim

Sum insured

The sum insured for Contents at each residence listed in **Your Policy Schedule** is shown in **Your Policy Schedule**. To reduce the possibility of being underinsured, **You** should periodically review **Your** sum insured for Contents and request an increase if **You** feel the sum insured is insufficient.

Payment basis

Your Policy Schedule indicates the payment basis for Contents.

Extended replacement cost

If the Replacement cost exceeds the sum insured shown in **Your Policy Schedule**, **We** will pay up to 25% more than the sum insured if necessary, for the Replacement cost.

Extended replacement cost is provided on the condition that **You** maintain at least the sum insured for **Your** Contents as previously agreed, including any adjustments by **Us** based on appraisals, re evaluations and annual adjustments for inflation.

Replacement cost means the full cost to replace the Contents without deduction for wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

However, for Contents which are obsolete or unusable for the purpose for which they were originally intended because of their age or condition, the payment basis will be Actual cash value.

Actual cash value means the cost to replace the Contents less wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

Inflation protection

During the **Policy Period**, the sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, the sum insured will include any increase in the Durables Household Section of the Consumer Price Index prepared by the Central Statistics Office or if this index is not available, an alternative index as **We** shall determine.

For a covered loss to Contents, the amount of cover depends on where the loss occurs:

At Your Residence

If the covered loss takes place at **Your** Residence, **We** will pay up to the sum insured, for each **Occurrence**.

Away from Your Residence

If the covered loss takes place away from any residence **You** own or live at, **We** will choose the single listed location on which the payment is to be made for each **Occurrence**, based upon the most favourable combination of the following:

- amount of Contents cover
- payment basis

Regardless of the number of policies providing **You** with Contents coverage, payment will be made based only on this chosen location and will not be made under more than one **Policy**.

At a residence not listed in this Policy

If the covered loss takes place at a residence **You** or a **Family Member** own or live at which does not have Contents cover listed in **Your Policy Schedule**, or at a nursing or residential care home where **Your** parents or grandparents are resident, **We** will pay up to 10% of the highest amount of Contents cover in this **Policy** for each **Occurrence**. However, Contents in a newly-acquired principal residence are not subject to this limitation for the 60 days immediately after **You** begin to move **Your** Contents there.

In either case, **We** will choose the single listed location in **Your Policy Schedule** on which the payment is to be made, based upon the most favourable combination of the following:

- amount of Contents cover
- payment basis

Regardless of the number of policies providing **You** with Contents coverage, payment will be made based only on this chosen location and will not be made under more than one **Policy**.

Pairs, sets, and units

For a covered loss to a pair or set, or to part of a larger unit, **We** will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss

However, if **You** surrender the undamaged article(s) of the pair, set, or unit to **Us** and **We** agree to accept, **We** will pay **You** the full Replacement cost of the entire pair, set, or unit.

Excess

A basic **Excess** listed in the **Policy Schedule** applies to each and every covered loss but it does not apply to an individual covered loss of more than €15,000 under **Your Policy**. When appropriate, the Vacant House or Subsidence **Excesses** will apply instead of the basic **Excess**; these **Excesses** are not waived on any covered loss.

Where a covered loss relates to the House and Contents Cover sections of this **Policy**, in the same **Occurrence**, **We** will apply the greater of the **Excesses** to the loss.

Vacant House Excess

If the House has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and **You** did not notify **Us** it would be vacant, the **Excess** will be increased to 5% of the sum insured (unless it is already greater).

Subsidence Excess

An **Excess** of €1,250 applies to each covered loss due to subsidence, heave or landslip, unless a higher **Excess** already applies.

Special limits

For a covered loss to the following types of Contents, **We** will not pay more than the amounts shown. These Special limits do not increase the amount of coverage on **Your** Contents or on any item covered elsewhere in this **Policy**:

Item	Limit
Money, postal orders, cheques, banker’s drafts, bank notes, bullion, gold, silver, or platinum	€10,000
Securities, accounts, deeds, evidences of debt, letters of credit, notes, manuscripts, passports, gift or top up cards, or tickets	€10,000
Watercraft, including their furnishings, equipment, and outboard motors	€10,000
Trailers and caravans	€10,000
Jewellery, including articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys. This also includes costume jewellery, watches or precious and semi-precious stones, whether set or unset	€10,000
A per item limit of €5,000 applies under the Jewellery section	
Furs	€10,000
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
Collectible stamps, coins, medals or other items that are part of a collection. However, when this property is located in a bank vault or bank safe deposit box, Your full Contents cover will apply for a covered loss	€10,000
Guns	€10,000
Wine	€10,000

Covers

These covers are included in **Your** Contents Cover and are in addition to the sum insured for **Your** Contents unless stated otherwise in **Your Policy** or an exclusion applies. The **Excess** applies to covers unless stated otherwise.

Home business property

We cover up to €25,000 for a covered loss to Home business property at **Your** Residence. However, additional cover for Home business property at **Your** Residence may be purchased separately. Any additional cover will be shown on **Your Policy Schedule**.

A limit of €3,500 per item applies to this cover.

Home business property means furnishings, supplies and equipment used to conduct **Your** business at **Your** Residence.

Data recovery

We cover loss to Personal or **Business** Data stored in a computer at **Your** Residence. **We** will pay up to €7,500 for the recovery, by an external professional person or body, of Personal or **Business** Data, as a result of a covered loss to a computer.

Personal or Business Data means **Your** personal or business facts or records. It does not include any hardware, software, or materials on which data is recorded, including magnetic tapes, disks, paper tapes and cards.

Newly-acquired items

We cover **Your** newly-acquired Contents for 25% of the highest amount of Contents Cover as listed on **Your Policy Schedule** but **You** must request cover for the newly-acquired Contents within 60 days after **You** acquire them and pay **Us** the additional premium from the date acquired.

We reserve the right not to insure the newly-acquired Contents after the 60th day.

Endangered property

Your Contents removed from **Your** Residence to protect them from a covered loss are covered at **Our** discretion up to the full sum insured listed at that location for up to 90 days.

These payments do not increase the sum insured for **Your** Contents.

Spoilage of food

We cover loss to food contained in a domestic deep freezer located at **Your** Residence and caused by a rise or fall in temperature but **We** do not cover such loss when caused by the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.

Additional living expense

Under certain conditions (described below), when **Your** Residence cannot be lived in, because of a covered loss to **Your** Residence, **We** cover the loss of its use for additional living expenses which consists of: alternative accommodation, forced evacuation, and loss of rent. There is no **Excess** for this cover.

Alternative accommodation

If **Your** Residence listed in **Your Policy Schedule** cannot be lived in because of a covered loss to **Your** Residence, **We** cover the reasonable additional costs of comparable accommodation incurred during the period of time necessary to restore **Your** Residence to a habitable condition. **We** cover the additional costs for the lesser of the following time periods:

- 3 years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild **Your** Residence, or for **Your** household to relocate

Forced evacuation

If a government or public authority prohibits **You** from living in **Your** Residence, **We** cover the reasonable additional costs of comparable accommodation. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this **Policy**. **We** also cover any loss of rent if **Your** Residence or part of **Your** Residence is usually rented but **We** do not cover any loss of rents due to termination of a lease or agreement. **We** cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the **Policy Period** ends during that time.

If **You** or a **Family Member** are not able to access **Your** Residence, **We** will also pay up to €5,000 in total for essential replacement Contents **You** or a **Family Member** have purchased as a result of a covered forced evacuation loss.

Loss of rent

If a part of **Your** Residence which is rented to others cannot be lived in because of a covered loss to **Your** Residence, **We** will pay the rent **You** would have received, including up to 3 years' ground rent. **We** cover this loss of rent for the lesser of the following time periods:

- 3 years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild that part of **Your** Residence which was rented to others, or for **Your** household to relocate

Tenants' improvements

This cover only applies if **You** or a **Family Member** are a tenant or leaseholder. **We** cover the building additions, alterations, fixtures, improvements, and installations which **You** own or are responsible for at **Your** Residence. For a covered loss to these improvements, **We** will pay up to 10% of the sum insured for the Contents at this residence or any higher amount shown in **Your Policy Schedule** under Tenants' improvements.

Unlimited Tenants' trace and access

If water, gas or oil escapes from **Your** household heating, cooking or water system, **We** cover the cost of removing and replacing any part of **Your** Tenants' improvements necessary to repair **Your** household heating, cooking or water system.

We do not cover loss to **Your** household heating, cooking or water system itself.

Trees, shrubs, plants and lawns

We cover loss to **Your** or a **Family Member's** trees, shrubs, plants, and lawns at **Your** Residence caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft.

We will pay up to a total of 5% of the sum insured for Contents at the location at which the loss occurs. If **Your** payment basis is Extended replacement cost, the 5% is applied to the increased amount of cover.

We will not pay more than €1,250 for any one tree, shrub or plant.

Unit assessments

If **You** own **Your** Residence, **We** cover **Your** share of an assessment charged against all unit owners in **Your** tenants association. But the assessment must be as a result of loss to property owned collectively by all residents, or of liability that would be covered under this **Policy**. For any one loss, **We** will pay up to €63,500 for a unit assessment.

We will not pay more than €1,250 of an assessment which results from a **Excess** in **Your** tenants association's insurance.

Unlimited loss of oil or metered water

If oil or metered water escapes from a household heating or water system at a residence listed in **Your Policy Schedule**, **We** cover the cost of loss of oil or metered water.

Damage by oil

We cover loss or damage to **Your** Contents caused by the escape of oil from any fixed domestic heating installation at **Your** House.

Unlimited lock replacement

If the keys to **Your** Residence are lost or stolen, **We** will pay the cost of replacing the locks of **Your** Residence and any of **Your** associated locks. There is no **Excess** for this cover.

Marquees

We cover up to €30,000 for a covered loss to a Marquee whilst at **Your** Residence. This cover does not apply if the Marquee is insured elsewhere.

Marquee means a marquee and any associated heating, lighting and furnishings temporarily hired by **You** and for which **You** are legally responsible.

Event cancellation

We will indemnify **You** up to a total of €50,000 per **Policy Period** for irrecoverable costs and expenses **You** directly incur or are directly responsible for if **Your** Event is necessarily cancelled prior to the commencement of **Your** Event as a direct result of any sudden and accidental **Occurrence** beyond **Your** control.

An **Excess** of €500 applies to this cover unless a higher **Excess** is shown in **Your Policy Schedule**.

Event means a personal non-profit making party, celebration or other social gathering taking place indoors, outdoors or in a temporary structure(s) and arranged by **You** or **Your** representative tasked to arrange an Event. An Event does not mean a concert, theatre performance, sporting Event, holiday, vacation, trip, excursion, journey or any similar extended period of recreation. The Event must take place within the **Policy Period** and within the following territories: Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Belgium, Denmark, France (including Monaco), Germany, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Portugal, Spain, Andorra, Austria, Finland, Norway, Sweden, and Switzerland (including Liechtenstein).

Fatal injury

If **You** or a **Family Member** suffer physical injury as a result of either fire or violent intruders at a covered location shown in **Your Policy Schedule** and those injuries prove fatal within 12 months of the incident first occurring, **We** will pay **You** or a **Family Member** so injured €63,500 (or less if limited by law).

Reward

We will pay up to a maximum of €10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment:
You, a **Family Member**, or the Police.

Students course and residential fees

We will pay for any unrecoverable course fees, examination fees and/or residential fees for any **Family Member** which **You** have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or early withdrawal of the **Family Member** from their course as a result of their death or becoming Incapacitated due to a sudden and unforeseen accident or long-term illness.

We will also pay for additional costs incurred if the **Family Member** has to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming Incapacitated due to a sudden and unforeseen accident or long-term illness.

The maximum amount payable under this Cover is €10,000.

Incapacitated means an inability to function as normal for a period exceeding 30 days as diagnosed by a **Physician**, psychologist or other authorised mental health professional.

Motorised land vehicles

We cover loss or damage in respect of a covered loss to :

- motorcycles with an engine capacity less than 51cc used within the grounds of a residence listed in **Your Policy** Schedule and not registered for road use.
- quad bikes, golf carts and garden machinery used solely for domestic purposes, and vehicles used to assist the disabled which are not required to be registered for road use.

We will pay up to €12,500 in total in respect of a covered loss to motorcycles or quad bikes as described above.

Exclusions

In addition to the *Policy* exclusions, the following exclusions apply to this cover part of *Your Policy*. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

Aircraft

We do not cover any loss or damage to manned or unmanned aircraft, including drones, or their parts.

Loss by animals

We do not cover any loss or damage caused by vermin, insects or rodents. Nor do *We* cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But *We* do cover ensuing covered loss unless another exclusion applies.

Loss to animals

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

Computer error

We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

Confiscation

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

Misappropriation

We do not cover any loss or damage to Contents caused by the taking or other misappropriation of Contents from *You* or a *Family Member* by *Your* spouse or by another *Family Member*. But *We* do cover loss to Contents by a domestic employee.

Lottery tickets and winnings

We do not cover any loss or damage to lottery tickets and lottery winnings.

Tenants' property

We do not cover any loss or damage to property of *Your* tenants.

Fees

We do not cover any fees incurred in preparing or furthering any Contents claim.

Motorised land vehicles

Unless stated otherwise in *Your Policy* *We* do not cover any loss or damage to any motorised land vehicle.

Cleaning and renovations

We do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

Theft of certain electronic equipment from a motorised land vehicle

We do not cover any theft, attempted theft, or damage of:

- sound reproducing, receiving or transmitting equipment;
- equipment to view visual recordings;
- game consoles and their accessories;
- equipment for transmitting or reproducing print or still pictures;
- data processing equipment;
- global positioning and navigational systems;
- scanning monitors, radar and laser detectors;

or any other similar equipment, including their accessories and antennas from a motorised land vehicle if the equipment is permanently installed in the motorised land vehicle or removable from a housing unit which is permanently installed in the motorised land vehicle.

Motor parts and accessories

We do not cover any loss or damage to motor vehicle parts or accessories.

Watercraft

We do not cover any loss or damage caused by the sinking, swamping, stranding, or collision of a watercraft or its trailer, equipment, or outboard motor. But *We* do cover collision of a watercraft, its trailer, equipment and outboard motor, with a land vehicle unless another exclusion applies.

Business property

We do not cover any loss or damage to business property other than provided under the cover, Home business property.

We do not cover any loss or damage to business money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum.

Event cancellation

We do not cover any irrecoverable costs and expenses if the Event cancellation is caused by:

- circumstances which existed prior to the production of the Event and which threatened to result in an Event cancellation loss, if *You* knew or should have known of such circumstances and failed to make them known to *Us* in writing prior to the Event;
- failure to make all material arrangements for the production of the Event or to procure any licence or permit which may be required to hold the Event;
- any pre existing medical condition;
- taking drugs (other than those prescribed by a medical practitioner but not to treat any addiction), alcohol abuse, suicide or self infliction of injuries of any person;
- non-appearance of any person other than caused by death, injury or illness (confirmed in writing by a medical practitioner) of any person scheduled to appear at the Event who is not a member of the armed forces, police, coastguard, fire brigade, medical or ambulance services and is over 6 years of age and under 66 years of age;
- participation in any professional sports or hazardous activities such as scuba diving, white water rafting, hang gliding, paragliding, parasailing, parachuting, sky diving, parascending, ballooning, mountaineering, rock climbing, pot-holing, caving, racing of any kind, bungee jumping, and any similar activities;
- bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties of the Event venue or any supplier to the Event;
- any lack of finance;
- any breach of contract;
- any lack of audience or public support or loss of public image;
- any dishonest, fraudulent, criminal or malicious act committed by *You* or a relative of *Your* family or by any of *Your* employees, agents or representatives;
- any work by builders or contractors at the Event venue or its facilities whether partially or totally unusable;
- any industrial action, labour disputes or unemployment;
- national mourning;
- the Event being held in violation of any law or statute;
- any travel advisory notice or warning issued by a national or international body or agency;
- any communicable disease, including any fear or threat thereof (whether actual or perceived), which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
- asbestos;
- adverse weather conditions in respect of any Event(s) outdoors or in a temporary structure(s). However, *We* do cover Event cancellation for an Event in a temporary structure(s) during the months of June, July or August if the adverse weather conditions are life threatening lightning, flooding or storm causing physical damage to the Event's temporary structure(s) or weather causing withdrawal of permits for the Event by Local authorities. *You* must provide a weather report from the local weather station to substantiate *Your* claim; or

- an act of terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the damage. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. **We** also exclude irrecoverable costs and expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Contamination

Unless States otherwise, **We** do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do **We** cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents or waste.

A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.

Gradual or sudden loss

We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. **We** also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But **We** do insure ensuing covered loss unless another exclusion applies.

Faulty planning, construction, or maintenance

We do not cover any loss or damage caused by the faulty acts, errors, or omissions of **You**, a **Family Member**, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But **We** do insure ensuing covered loss unless another exclusion applies.

Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.

Construction includes materials, workmanship and parts or equipment used for construction or repair.

Valuable Articles Cover

Valuable Articles Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides insurance against all risks of physical loss to Valuable Articles. In Valuable Articles Cover, a covered loss includes all risks of physical loss to **Your** Valuable Articles anywhere in the world unless stated otherwise in **Your Policy** or an exclusion applies.

Valuable Articles means personal property owned by **You** or a **Family Member**, or for which **You** or a **Family Member** are legally responsible.

How We Will Pay Your Claim

Sum insured

The sum insured for each category of Valuable Articles, and for each specified article, is shown in **Your Policy Schedule**.

To reduce the possibility of being underinsured, **You** should periodically review **Your** sums insured for Valuable Articles and request an increase if **You** feel the sums insured are insufficient.

Specified cover

For a covered loss to an article listed in **Your** Schedule of specified articles, **We** will pay as follows:

Total loss

If the specified article is lost or totally destroyed, **We** will pay the sum insured for that article.

Total loss Extended replacement cost cover for Fine arts

If, after a covered loss, the sum insured for a specified article of Fine arts is:

- less than the market value; and
- the sum insured can be proven by a professional valuation dated within the three (3) year period immediately prior to the covered loss,

We will pay the market value immediately before the loss, up to 200% of the sum insured for that specified article of Fine arts or the sum insured plus an additional €2,000,000, whichever is the lesser amount.

Total loss Extended replacement cost cover for all other categories of Valuable Articles

If, after a covered loss, the sum insured for a specified article is:

- less than the market value; and
- the sum insured can be proven by a professional valuation dated within the two (2) year period immediately prior to the covered loss

We will pay the market value immediately before the loss for that specified article, up to the sum insured as shown in **Your Policy Schedule** for that category of Valuable Articles coverage.

When **We** pay for a total loss, the salvage becomes **Our** property.

Partial loss, restoration cover

If the specified article is partially lost or damaged, **We** will pay the cost to restore the specified article without deduction for wear and tear to its condition immediately before the loss up to the sum insured for that specified article.

Partial loss, when a specified article cannot be restored

If the specified article cannot be fully restored to its condition and market value before the loss, **We** will pay the restoration costs, if restoration is attempted, plus any Loss of market value up to the sum insured for that specified article. However, if that specified article was professionally valued within the three (3) year period immediately prior to the covered loss, the maximum amount **We** will pay for Fine arts is the market value immediately before the loss, up to 200% of the sum insured for that specified article of Fine arts or the sum insured plus an additional amount of €2,000,000, whichever is the lesser amount.

The maximum amount **We** will pay for a specified article of all other categories of Valuable Articles, if that specified article was professionally valued within the two (2) year period immediately prior to the covered loss, is the market value immediately before the loss for that specified article, up to the sum insured as shown in **Your Policy Schedule** for that category of Valuable Articles coverage.

Loss of market value is determined as follows:

- If the sum insured for the specified article is less than the market value immediately before the loss, **We** will apply the Percentage change to the market value immediately before the loss.
- If the sum insured for the specified article is greater than the market value immediately before the loss, **We** will apply the Percentage change to the sum insured for that specified article

Percentage change means the change in market value resulting from the covered loss, after restoration if any, expressed as a percentage.

In-vault Jewellery

Specified Jewellery described in **Your Policy Schedule** as in-vault must be kept in a bank vault.

There is no cover for in-vault Jewellery whilst not held in a bank vault unless **We** agree in advance to cover those articles.

In-safe Jewellery

Specified Jewellery described in **Your Policy Schedule** as in-safe must be kept in a safe.

There is no cover for in-safe Jewellery whilst not held in a safe unless **We** agree in advance to cover those articles.

Unspecified cover

For a covered loss to an unspecified article listed in **Your Policy Schedule**, **We** will pay the cover amount required to repair, replace or restore the property, whichever is less, without deduction for wear and tear. If the restored value is less than the market value immediately prior to the loss, **We** will pay the difference. But **We** will not pay more than the amount of unspecified cover for that category of Valuable Articles listed in **Your Policy Schedule** and **We** will not pay more than the unspecified limit per article for loss to any one article.

The unspecified limit per article is €50,000 for Fine arts and €25,000 for all other categories of Valuable Articles.

Categories of Valuable Articles

Jewellery means articles of personal adornment containing gemstones, silver, gold, of Valuable platinum, or other precious metals or alloys. This also includes costume jewellery, watches or Articles precious and semi-precious stones, whether set or unset.

Fine arts means private collections of paintings, etchings, pictures, tapestries, art glass windows, or other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, objects d'art, etc.), articles of historical value or artistic merit and any collection or 'collectible' not specifically identified below. However, Valuable Articles Cover does not apply to any property in the custody of dealers, auction rooms, museums, or art galleries when insured in the name of such institutions.

Furs means garments made of, trimmed in, or consisting principally of fur.

Stamps and coins means stamps or coins contained in a private and personal stamp or coin collection not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings and other numismatic property including coin albums, containers, frames, cards and display cabinets used with **Your** collection.

Guns means guns actively in use. Guns that are part of a collection and not in active use may qualify for **Our** collectibles category.

Collectibles means private collections of rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia.

Wine means a collection of alcoholic beverages produced by the fermentation of grapes at a commercial winery, including wine containers and their contents, storage units, climate control systems, wine cellar furnishings and accessories, all associated with the wine.

Precious metals means silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold plate, silver, silver plate, pewter, or platinum.

Cameras means cameras, visual recording equipment, projection machines, projection and camera films, and related equipment.

Musical instruments means musical instruments and equipment.

Pairs, sets and units

Jewellery and Fine arts only

For a covered loss to a pair or set, or to part of a larger unit: if **You** surrender the undamaged article(s) of the pair, set or unit to **Us**, **We** will pay **You** the full replacement cost of the entire pair, set, or unit, subject to the applicable amount of cover for a total loss of that pair, set, or unit as previously described in specified cover. If the remaining pieces or parts are not surrendered, it is considered a partial loss as previously described in specified cover.

All other Valuable Articles

For a covered loss to a pair or set, or to part of a larger unit, **We** will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it;
- the cost to make up the difference between its market value before and after the loss; or
- the amount of cover for that pair, set or unit

However, if **You** surrender the undamaged article(s) of the pair, set or unit to **Us** and **We** agree to accept, **We** will pay **You** the full replacement cost of the entire pair, set or unit.

Covers

These covers are included in **Your** Valuable Articles Cover and are in addition to the sum insured for **Your** Valuable Articles unless stated otherwise in **Your Policy** or an exclusion applies.

Newly-acquired Valuable Articles

We automatically cover newly-acquired Valuable Articles provided **You** already have specified Valuable Articles shown in **Your Policy Schedule** in that category. The basis and amount of cover for these articles is described below:

Fine arts

We cover **Your** newly-acquired Fine arts for 25% of **Your** total specified sum insured for Fine arts up to €2,000,000. But **You** must request cover for the newly-acquired Fine arts within 60 days after **You** acquire them and pay **Us** the additional premium from the date acquired.

We reserve the right not to insure the newly-acquired articles after the 60th day.

All other categories

We cover **Your** newly-acquired articles (except Fine arts) for 25% of **Your** total specified sum insured in the same category, up to €1,000,000 for each category. But **You** must request cover for the newly-acquired articles within 60 days after **You** acquire them and pay **Us** the additional premium from the date acquired.

We reserve the right not to insure the newly-acquired articles after the 60th day.

Defective title legal cost

We will pay the reasonable legal costs **You** incur due to claims made against **You** for defective title or lack of title of a specified article of Fine arts under this **Policy**, of which **You** were not aware, with prior notice to **Us** before incurring any fees or expenses. The most **We** will pay for all claims for Defective title legal costs during the **Policy Period** regardless of the number of claims or the number of articles is €250,000.

*Defective title legal cost cover only applies to claims made against **You** and reported to **Us** during the **Policy Period**.*

Defective title

If it is proven that **You** are not the rightful owner of a specified article of Fine arts under this **Policy** following a successful claim against **You** for defective title or lack of title, **We** will pay for **Your** loss of that article.

The most **We** will pay for all claims for Defective title during the **Policy Period** regardless of the number of claims or the number of articles is €250,000

*Defective title cover only applies to specified Fine arts shown in **Your Policy Schedule** purchased by **You** during the period **We** have insured **Your** Fine arts.*

Works in progress

We cover uncompleted works of Fine arts or items of Jewellery by an artist commissioned by **You** that are damaged or destroyed by a covered peril under this **Policy** prior to completion or which cannot be completed by the artist due to the artist's death. **We** will pay for the costs **You** incurred for the materials or supplies for the artist and the contracted costs for labour up to €50,000 but no more than the amount of non-recoverable deposits or the full commission price if prepaid. This is the most **We** will pay regardless of the number of policies providing **You** with coverage for Fine arts or Jewellery.

Temporary cover for Fine arts and Jewellery

We cover items of Fine arts and Jewellery that are loaned to **You**, or borrowed by **You**, up to seven days from the commencement of the loan or borrowing period, up to a maximum of 25% of **Your** total specified sum insured in the same category of Valuable Articles, or €250,000 for Fine arts and €50,000 for Jewellery, whichever is the lesser amount.

Valuable Articles on loan

We cover Valuable Articles that are loaned by **You** from the commencement of the loan period up to a maximum of 25% of **Your** total specified sum insured in the same category of Valuable Articles, or €250,000, whichever is the lesser amount.

Reward

We will pay up to a maximum of €10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment:
You, a *Family Member*, or the Police.

Exclusions

In addition to the *Policy* exclusions, the following exclusions apply to this cover part of *Your Policy*.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

Musical and photographic articles used for profit

We do not cover any loss or damage to musical instruments, cameras, or related equipment used for profit, *Your* business or any professional activity.

Computer error

We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

Loss by animals

We do not cover any loss or damage caused by vermin, insects or rodents. Nor do *We* cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But *We* do cover ensuing covered loss unless another exclusion applies.

Misappropriation

We do not cover any loss or damage to Valuable Articles caused by the taking or other misappropriation of Valuable Articles from *You* or a *Family Member* by *Your* spouse or by another *Family Member*. But *We* do cover loss to Valuable Articles by a domestic employee.

Fees

We do not cover any fees incurred in preparing or furthering any Valuable Articles claim.

Cleaning and renovations

We do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

Additional exclusions for stamps and coins

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

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

We also do not cover the disappearance of an individual stamp, coin, or other article that is insured as part of a collection unless it is mounted in a volume and the page is also lost.

Additional exclusions for collectibles

We do not cover any loss or damage to collectibles caused by:

- fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
- use other than as a collectible

Additional exclusions for Defective title and Defective title legal cost

Defective title and Defective title legal cost coverages do not apply to:

- defective title or lack of title that was known to **You** prior to taking possession of the article or could have been discovered by **You** by making reasonable and proper enquiries regarding the article's provenance before receiving it;
- an article that has been sold;
- any debt incurred by **You** from a pledge or security interest in the article; or
- arising from **Your** bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties

Gradual or sudden loss

We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. *We* also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But *We* do insure ensuing covered loss unless another exclusion applies.

Faulty planning, construction, or maintenance

We do not cover any loss or damage caused by the faulty acts, errors, or omissions of **You**, a **Family Member**, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But *We* do insure ensuing covered loss unless another exclusion applies.

Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.

Construction includes materials, workmanship and parts or equipment used for construction or repair.

Public Liability Cover

Public Liability Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides insurance in respect of personal liability for which **You** or a **Family Member** may be held legally responsible anywhere in the world. **We** cover damages a **Covered Person** is legally responsible to pay for Personal injury or Property Damage which take place anytime during the **Policy Period** and are caused by an **Occurrence**, unless stated otherwise in **Your Policy** or an exclusion applies.

Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised when used.

Covered Person means:

- **You** or a **Family Member**;
- any other person or organisation with respect to liability because of acts or omissions of **You** or a **Family Member**; or
- any combination of the above

Personal injury means the following injuries and death resulting from such injuries:

- Bodily injury;
- shock, mental anguish, or mental injury;
- false arrest or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy

Bodily injury means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

Property Damage means physical injury to or destruction of tangible property, including the loss of its use.

How We Will Pay Your Claim

Limit of liability

Unless stated otherwise in **Your Policy** the sum insured for liability is shown in **Your Policy Schedule**. **We** will pay on **Your** behalf up to that amount for covered damages from any one **Occurrence**, regardless of how many claims, homes, or people are involved in the **Occurrence**. Any costs **We** pay for legal expenses (see Defence Cover) are in addition to the sum insured.

Defence Cover

We will pay legal defence costs and legal expenses incurred by a **Covered Person** with **Our** prior written consent. In jurisdictions where **We** may be prevented by local law from carrying out these legal defence covers, **We** will pay only those legal defence expenses that **We** agree in writing to pay and that are incurred by **You**.

Covers

These covers are included in **Your** Public Liability Cover and are in addition to the sum insured for **Your** Public Liability Cover unless stated otherwise in **Your Policy** or an exclusion applies.

Defective Premises Act liability

We cover damages **You** are legally liable to pay in connection with any House formerly owned or occupied by **You** and incurred by reason of any duty of care owed with respect to work done on the premises before it was disposed of by **You**, provided that at the time of the incident giving rise to liability **You** had disposed of all legal title to and interest in that home, and no other insurance covers the liability.

If this **Policy** is terminated on sale of the home **You** will be insured for a period of seven years after the date of termination but the insurance will cover only liability incurred in connection with the home and will not apply if the liability is covered under a more recently effected or current insurance **Policy**.

Credit cards, forgery, and counterfeiting

We cover **You** or a **Family Member's** legal obligation, up to a total of €60,000 for:

- loss or theft of a charge, cash or banker's card issued in the name of **You** or a **Family Member**, provided that the terms for using the card are complied with;
- loss caused by alteration or forgery of any cheque or negotiable instrument; or
- loss caused by accepting in good faith any counterfeit paper currency

We will defend a claim or action against **You** or a **Family Member** for loss or theft of a charge, cash, or banker's card. At **Our** option, **We** may defend a claim or suit against **You** or a **Family Member** for forgery or counterfeiting.

We may investigate, negotiate, and settle any such claim or suit at **Our** discretion.

Our obligation to defend ends when **Our** payment for the loss equals €60,000.

If **You** have a loss under the credit cards, forgery, and counterfeiting cover in this **Policy**, **You** must:

- notify **Us** or **Your** broker of **Your** loss;
- in case of theft **You** must notify the Police or similar competent authority;
- notify the credit card service company or the issuing bank;
- include evidence or an affidavit supporting **Your** claim, including the amount of and cause of the loss, in any statement **You** prepare at **Our** request;
- submit to an examination under oath, as often as **We** may reasonably require **You** or any **Family Member** to do so;
- upon request submit a signed description of the circumstances surrounding a loss and **Your** interest in it; and
- produce all records and documents **We** request and permit **Us** to make copies

Kidnap Expenses

We will pay for a **Covered Person's** Kidnap Expenses, up to a maximum of €25,000, for each Kidnap and Ransom **Occurrence**. We will also pay up to €10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who kidnaps **You**, a **Family Member** or a **Covered Relative**.

Kidnap and Ransom Occurrence means the actual or alleged wrongful taking of:

- **You** or a **Family Member**; or
- a **Covered Relative** while visiting or legally travelling with **You** or a **Family Member**; that includes a demand for ransom payment which would be paid by **You** or a **Family Member** in exchange for the release of that kidnapped person.

Kidnap Expenses means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- a professional security guard service;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by **You** or a **Family Member**;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by the kidnapped person within 12 months from that person's release;
- attorneys' expenses;
- a professional forensic analyst;
- earnings lost by **You** or a **Family Member**, up to €150 a day, to a maximum of €5,000

Kidnap Expenses does not include expenses incurred due to any Kidnap and Ransom **Occurrence** caused by **You**, a **Family Member** or a **Covered Relative**, whether acting alone or in collusion with others.

Covered Relative means the following relatives of the person named in **Your Policy Schedule** and a spouse or partner who lives with that person:

- children, their children or other descendants of theirs;
 - parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and step-grandparents; or
 - siblings, their children or other descendants of theirs;
- who do not live with **You**, including spouses or domestic partners of all the above.

Identity Fraud cover

We cover **You** or a **Family Member's** Identity Fraud Expenses, up to a maximum of €60,000 cover for each Identity Fraud **Occurrence**. A €250 **Excess** applies to each and every claim.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, **You** or a **Family Member's** means of identity which constitutes a violation of law or a crime under any government's law or local law.

Identity Fraud Occurrence means any act or series of acts of Identity Fraud by a person or group commencing in the **Policy Period**.

Identity Fraud Expenses means:

- costs for notarising affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- costs of sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- earnings lost by **You** or a **Family Member** as a result of time off work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, up to €150 a day, to a total of €10,000;
- reasonable attorney expenses incurred with prior notice to **Us** for:
 - the defence of **You** or a **Family Member** against any suit(s) by businesses or their collection agencies;
 - the removal of any criminal or civil judgements wrongly entered against **You** or a **Family Member**; and
 - any challenge to the information in **Your** or a **Family Member's** consumer credit report

However, Identity Fraud Expenses does not include expenses incurred due to any fraudulent, dishonest or criminal act by **You** or a **Family Member** or any person acting with **You** or a **Family Member**, or by any authorised representative of **You** or a **Family Member**, whether acting alone or in collusion with others.

In addition to the duties described above in **Policy** Conditions **You** or a **Family Member** shall notify an applicable law enforcement agency.

This cover does not apply to losses covered under the cover, Credit cards, forgery and counterfeiting.

Business pursuits

We cover damages arising out of a residence which is listed in **Your Policy Schedule** which is rented to others, volunteer work for an organised and registered charitable, religious or community group, an Incidental **Business** Away From Home, an Incidental **Business** At Home, or Incidental Farming, unless another exclusion applies.

Incidental Business Away From Home means a self-employed sales activity or a selfemployed business activity, normally undertaken by persons under the age of 18, such as newspaper delivery, baby-sitting, caddying, or lawn care. These activities must:

- not yield gross revenues in excess of €6,500 in any year;
- have no employees subject to national employment laws; and
- conform to all laws and government regulations

Incidental Business At Home means a business activity, other than renting out to others or farming, conducted on **Your** Residence listed in **Your Policy Schedule** which must:

- not yield gross revenues in excess of €6,500 in any year, except for the business activity of managing **Your** personal investments;
- have no employees subject to national employment laws; and
- conform to all laws and government regulations

Incidental Farming means a farming activity which:

- is incidental to **Your** use of **Your** Residence listed in **Your Policy Schedule** as **Your** home;
- does not involve employment of others for more than 1,000 hours of farm work during the **Policy Period**;
- does not produce more than €6,500 in gross annual revenue from horticultural operations; and with respect to the raising or care of animals:
- does not produce more than €20,000 in gross annual revenues;
- does not involve more than 10 sales transactions during the **Policy Period**;
- does not involve the sale of more than 25 animals during the **Policy Period**

Golfers cover

We cover **You** or a **Family Member** for the following expenses whilst playing golf or participating in any activity at a golf club, anywhere in the world, unless stated otherwise or an exclusion applies.

Third party damage

We cover all Property Damage to another person's property caused by a **Covered Person**, irrespective of legal liability.

Personal accident

In the event that **You** or a **Family Member** suffers Bodily injury whilst playing golf which results in their:

- Death;
- Loss of Limb(s); or
- Loss of Eye(s),

We will pay **You** or a **Family Member**, or in the event of death their estate, €10,000 (or less for a minor if limited by law). **We** will not pay more than €10,000 for any one **Occurrence**. Death, Loss of Limb(s), or Loss of eye(s) must occur within 12 months of the date of the **Occurrence**.

Loss of Limb(s) means:

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

Loss of Eye(s) means total and irrevocable loss of sight in one or both eyes.

Hole in One

We cover up to €500 for expenses incurred in the event of a ‘hole in one’ achieved by **You** or a **Family Member** during an official competition round. **Your** scorecard and certification from **Your** club or match secretary must be submitted to **Us** in the event of a claim.

We will not pay more than €3,000 in total per **Policy Period**.

Domestic cover

We cover damages up to €13,000,000 which **You** or a **Family Member** are legally liable to pay for Bodily injury to any domestic staff employed at any of **Your** residences listed on **Your Policy Schedule**. The injury must be caused by an accident and it must arise from and during any such domestic staff’s employment by **You** or a **Family Member**.

This cover applies at any of **Your** residences listed on **Your Policy Schedule** or if **You** are temporarily visiting elsewhere in the world.

Reversal of damages

We cover damages in any court of law in the Republic of Ireland in respect of Bodily injury or Property Damage in circumstances which had **Your** position and the position of the responsible party been reversed would have entitled **You** to an indemnity within the terms, limits and exclusions of this **Policy**.

This cover applies only if the judgment is not subject to an appeal pending and has remained unsatisfied in whole or in part three months after the date of the said award. **We** will pay the outstanding amount of the judgment to **You** subject to the sum insured shown in **Your Policy Schedule**.

Childrens play equipment

We will pay up to €2,000,000 for covered damages, including Defence Cover, following a covered loss caused by trampolines, childrens’ play equipment, bouncy castles and other similar inflatable play equipment.

Motorised land vehicles

We will pay up to €2,000,000 for covered damages, including Defence Cover, following a covered loss arising out of the ownership, possession or use of :

- motorcycles with an engine capacity less than 51cc used within the grounds of a residence listed in Your Policy Schedule and not registered for road use.
- quad bikes, golf carts, garden machinery used solely for domestic purposes or vehicles used to assist the disabled which are not required to be registered for road use.

This restriction does not apply to the cover for Hired or borrowed motor cars.

Hired or borrowed motor cars

We provide the following cover for a motor car hired or borrowed by **You** or a **Family Member** in the United States or Canada, provided the term of hire or loan does not exceed 45 days. This cover includes:

Third Party Liability

We cover damages a **Covered Person** is legally obligated to pay for Personal injury and Property Damage which takes place any time during the **Policy Period** and are caused by an **Occurrence** resulting from a **Covered Person's** use of a hired or borrowed motor car in the United States or Canada. This part of the coverage does not apply to damage to the hired or borrowed motor car.

Damage to a hired or borrowed motor car

We cover damages a **Covered Person** is legally obligated to pay for damage to a hired or borrowed motor car which takes place any time during the **Policy Period** and is caused by an **Occurrence** resulting from a **Covered Person's** use of the hired or borrowed motor car in the United States or Canada.

Uninsured or Underinsured Motor Vehicles

We cover up to €35,000 for damages a **Covered Person** is legally entitled to receive for Bodily injury from the owner or operator of an uninsured or underinsured motor vehicle caused by an **Occurrence**. The Bodily injury must take place during the **Policy Period** and be caused by an **Occurrence** involving the hired or borrowed motor car in the United States or Canada.

Uninsured or Underinsured Motor Vehicle means a motorised land vehicle which at the time of the **Occurrence**:

- has no applicable Bodily injury liability insurance **Policy** or bond;
- has an applicable Bodily injury liability insurance **Policy** or bond which is less than the minimum amount required by law;
- has an applicable Bodily injury liability insurance **Policy** or bond, but the provider of the insurance or bond denies coverage or becomes insolvent; or
- is a 'hit and run' vehicle whose owner or operator cannot be identified

Other cover

To the extent any compulsory insurance law requires **You** to have any other coverage in order to operate the hired or borrowed motor car in the United States or Canada, this cover will be deemed to include the minimum additional coverage(s) required by law.

We will provide this cover in excess of any other insurance that applies to these damages.

Subject to any specific sub-limit(s) of cover stated in this cover for hired or borrowed motor cars, **We** will not pay more than €1,300,000 for all damages caused by any one **Occurrence**.

Exclusions

In addition to the *Policy* exclusions, the following exclusions apply to this cover part of *Your Policy*. The words **caused by** mean any loss or damages which are contributed to, made worse by, or in any way results from the circumstance described.

Personal injury to a Covered Person

We do not cover any damages for Personal injury to a *Covered Person*. This exclusion does not apply to the Golfers cover.

Director's liability

We do not cover any damages for any *Covered Person's* actions or failure to act as an officer or member of a board of directors of any corporation or organisation. However, *We* do cover such damages if *You* or a *Family Member* is not being compensated as an officer or member of a board of directors of a non-profit corporation or organisation, unless another exclusion applies.

Domestic cover

We do not cover any damages a *Covered Person* is legally liable to pay following any judgement or award given or made outside the courts of a Member State of the European Union or the United Kingdom.

Business pursuits

Unless stated otherwise in *Your Policy* *We* do not cover any damages arising out of a *Covered Person's* business pursuits, investment or other profit seeking activities.

Communicable disease

We do not cover any damages resulting directly or indirectly from the transmission of any communicable disease or virus.

Contractual liability

We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.

Motorised land vehicles

Unless stated otherwise, *We* do not cover any damages (except to a domestic worker) arising out of the ownership, possession or use of any motorised land vehicle.

This exclusion does not apply to the cover for Hired or borrowed motor cars.

Aircraft

We do not cover any damages arising out of the ownership, possession, or use of any manned or unmanned aircraft, including drones, except aircraft chartered with qualified and professional crew by **You**. *We* do not cover any Property Damage to aircraft rented to, owned by, or in the care, custody or control of any **Covered Person**.

Large watercraft

We do not cover any damages arising out of the ownership, possession, or use of any watercraft 26 feet or longer or with more than 50 horsepower owned by a **Covered Person**, or any watercraft furnished or rented to a **Covered Person** for longer than 30 days.

Unlicensed firearms

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

Property in Your care

We do not cover any person for damages to property belonging to or held in trust by or in the custody or control of any **Covered Person**. This exclusion does not apply to the cover for hired or borrowed motor cars.

Financial guarantees

We do not cover any damages for a **Covered Person's** guarantee of the financial performance of any **Covered Person**, other individual or organisation.

Professional services

We do not cover any damages for a **Covered Person's** performing or failure to perform professional services, or for professional services for which any **Covered Person** is legally responsible or licensed.

Dangerous dogs

We do not cover any damages for which a **Covered Person** may be held liable relating to a dog defined as dangerous under the Control of Dogs Acts and any amending legislation.

Hired or borrowed motor cars cover exclusions

The following exclusions apply to the cover for hired or borrowed motor cars, in addition to those already stated herein.

Vehicles used for a fee

We do not cover any damages arising out of the operation of a hired or borrowed motor car while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.

Competitive racing/track use

We do not cover any damages to a hired or borrowed motor car arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or any track use including the Nurburgring.

Vehicle-related jobs

We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering motorised land vehicles.

Vehicles airside

We do not cover any damages whilst a hired or borrowed motor car is on any part of an aerodrome, airport, airfield or military base provided for:

- the take off or landing of aircraft and for the movement or storage of aircraft on the surface;
- aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas

Terrorism

Notwithstanding any provision to the contrary within *Your Policy* or any *Endorsement* thereto *We* do not cover any damage, cost or expense of whatsoever nature to a hired or borrowed motor car directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the damage.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

We also exclude damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of **Your Policy**.

Duties after a loss

In case of an **Occurrence**, **You**, a **Family Member** or a **Covered Person** shall perform the following duties for cover to apply:

Notification

You, a **Family Member** or a **Covered Person** must notify **Us** or **Your** broker as soon as possible.

Assistance

You, a **Family Member** or a **Covered Person** must provide **Us** with all available information. This includes documentation which may help **Us** in the event that **We** provide a defence. **You**, a **Family Member** or a **Covered Person** must not admit or deny liability or reject or accept any settlement of a third party claim unless prior written authorisation has been obtained from **Us**.

Co-operation

You, a **Family Member** or a **Covered Person** must co-operate with **Us** fully in any legal defence. This may include any association by **Us** with **You**, a **Family Member** or a **Covered Person** in defence of a claim reasonably likely to involve **Us**.

Legal action against Us

If **You**, a **Family Member** or a **Covered Person** have a loss under Public Liability Cover, **You**, a **Family Member** or a **Covered Person** agree not to bring any action against **Us** until the obligation has been determined by final judgement or a written agreement by **Us**.

Appeals

If **You**, a **Family Member** or a **Covered Person** or any other insurer, does not appeal a judgement for covered damages, **We** may choose to do so. **We** will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for damages will not be increased.

Family Protection Cover

Family Protection Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides **You** with Family Protection Cover for **You** or a **Family Member** anywhere in the world, except those places with a Department of Foreign Affairs and Trade security status of 'Avoid non-essential travel' or 'Do not travel' at the time of loss, for **Occurrences** anytime during the **Policy Period**, unless stated otherwise in **Your Policy** or an exclusion applies.

Family Protection Cover means means Car jacking cover, Stalking threat cover, Aggravated burglary cover, Aggravated assault cover, Air rage cover, Road rage cover, Child abduction cover, Hijacking cover, Terrorism or Active Assailant cover.

Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised when used.

Accidental death and dismemberment loss means the Loss of life, Loss of speech, Loss of hearing, Loss of hand, Loss of both hands, Loss of foot, Loss of both feet, Loss of sight of an eye, Loss of sight of both eyes, Loss of thumb and index finger, or Mutilation which:

- is sudden, unforeseen, and unexpected; and
- is independent of any illness, disease or other bodily malfunction; and
- happens by chance; and
- arises from a source external to the Victim; and
- occurs within one year of the Carjacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary, Aggravated assault, Terrorism or Active Assailant **Occurrence**

Accidental death and dismemberment benefit amount means the following types of accidental death and dismemberment loss and corresponding benefits, up to a maximum of €100,000:

- Loss of life, €100,000;
- Loss of speech and Loss of hearing, €100,000;
- Loss of speech or Loss of hearing and one of the following: Loss of hand, Loss of foot, Loss of sight of an eye, €100,000;
- Loss of both hands, €100,000;
- Loss of both feet, €100,000;
- Loss of sight of both eyes, €100,000;
- Loss of a combination of any two of the following: Loss of hand, Loss of foot, Loss of sight of an eye, €100,000;
- Loss of speech, €50,000;
- Loss of hearing, €50,000;
- Loss of one hand, €50,000;
- Loss of one foot, €50,000;
- Loss of sight of an eye, €50,000;
- Loss of thumb and index finger, €25,000;
- Mutilation, €25,000

Beneficiary means the person or entity to be paid in the event a Victim suffers a covered Loss of life, in the following order:

- the spouse of the Victim who lived with the Victim; if none,
- the domestic partner of the Victim who lived with the Victim; if none,
- in equal shares to the surviving children of the Victim; if none,
- in equal shares to the surviving parents of the Victim; if none,
- in equal shares to the surviving brothers and sisters of the Victim; if none,
- the estate of the Victim

Victim means:

- **You** or a **Family Member** of a Stalking threat, Aggravated assault or a Hijacking **Occurrence**;
- **You**, a **Family Member** or a **Covered Relative** of a Car jacking or a Child abduction **Occurrence**;
- the abducted child of a child abduction **Occurrence**;
- **You**, a **Family Member**, or **Your** Guest of an Aggravated burglary **Occurrence**, who suffers the accidental death and dismemberment loss after a Carjacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault **Occurrence**
- **You** or a **Family Member** who witness the Terrorism or Active Assailant **Occurrence**

Loss of life means:

- death, including clinical death, as determined by a medical examiner or similar local governing medical authority; or
- the absence of communication from the Victim for a period of two years after a Carjacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated assault or Aggravated burglary **Occurrence**

Loss of speech means the permanent total loss of the capability of speech, as determined by a **Physician**.

Loss of hearing means the permanent total loss of the capability of hearing, as determined by a **Physician**.

Loss of hand or **Loss of both hands** means the permanent total loss of function of a hand or both hands, as determined by a **Physician**.

Loss of foot or **Loss of both feet** means the permanent total loss of function of a foot or both feet, as determined by a **Physician**.

Loss of sight of an eye or **Loss of sight of both eyes** means the permanent loss of sight of an eye or both eyes to the extent of legal blindness, as determined by a **Physician**.

Loss of thumb and index finger means the permanent total loss of function of a thumb and index finger, of the same hand, as determined by a **Physician**.

Mutilation means complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a **Physician**.

Medical expenses means the reasonable and customary charges for first aid, medical (not including psychiatric), funeral, surgical, x-ray, dental, ambulance, hospital, physiotherapy, professional nursing services, and prosthetic devices which are legally obligated to be paid.

How We Will Pay Your Claim

Amount of cover

The amounts of cover provided are shown under Family Protection Cover for:

- Carjacking cover
- Stalking threat cover
- Aggravated burglary cover
- Aggravated assault cover
- Air rage cover
- Road rage cover
- Child abduction cover
- Hijacking cover
- Terrorism or Active Assailant cover

We will not pay more than the amount of cover shown for each covered Carjacking, Stalking threat, Aggravated burglary, Aggravated assault, Air rage, Road rage, Child abduction, Highjacking, Terrorism or Active Assailant **Occurrence**, regardless of how many policies or people are involved in the **Occurrence**. If a loss is covered under more than one part of Family Protection Cover (Carjacking cover, Stalking threat cover, Aggravated burglary cover, Aggravated assault cover, Air rage cover, Road rage cover, Child abduction cover, Highjacking cover and Terrorism or Active Assailant cover), **We** will pay under the part giving the most cover, but not under more than one part.

The Accidental death and dismemberment benefit amount for Loss of life will be paid to the Beneficiary. The Accidental death and dismemberment benefit amount for other than Loss of life will be paid to the Victim.

If a Victim has multiple Accidental death and dismemberment losses as the result of a Carjacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated burglary or Aggravated assault **Occurrence**, **We** will pay only the single largest Accidental death and dismemberment benefit amount applicable to the Accidental death and dismemberment losses suffered.

If more than one Victim suffers an Accidental death and dismemberment loss in the same Carjacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated burglary or Aggravated assault **Occurrence**, **We** will not pay more than €100,000. If any Carjacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated burglary or Aggravated assault **Occurrence** results in multiple Accidental death and dismemberment benefit amounts which when payable exceed €100,000 in total, the sum of €100,000 will be divided proportionately based on each applicable Accidental death and dismemberment benefit amount payable.

Carjacking cover

We will pay for Carjacking expenses **You**, a **Family Member**, or a **Covered Relative** incur solely and directly as a result of a Carjacking **Occurrence**. **We** will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Carjacking **Occurrence**.

Carjacking Occurrence means the unlawful forced removal or detention of:

- **You** or a **Family Member** operating or occupying any motorised land vehicle; or
- a **Covered Relative** operating a Covered vehicle with permission from **You** or a **Family Member**, or occupying a Covered vehicle; during the theft or attempted theft of that vehicle or **Your** property in that vehicle

Carjacking expenses means the reasonable costs for:

- related Medical expenses up to €25,000 for each person (**You**, a **Family Member**, or a **Covered Relative** who witnessed the Carjacking **Occurrence**), up to a maximum of €50,000 for each Carjacking **Occurrence**, when incurred within one year after the Carjacking **Occurrence**;
- related psychiatric services up to €25,000 for each person (**You**, a **Family Member**, or a **Covered Relative** who witnessed the Carjacking **Occurrence**), up to a maximum of €50,000 for each Carjacking **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the Carjacking **Occurrence**;
- related rest and recuperation expenses for **You**, a **Family Member**, or a **Covered Relative** who witnessed the Carjacking **Occurrence**, up to a maximum of €5,000 for each Carjacking **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional not related to **You**, a **Family Member** or a **Covered Relative** when incurred within 180 days after the Carjacking **Occurrence**;
- salary lost during the first 60 days after the Carjacking **Occurrence**, up to €25,000 for each person (**You**, a **Family Member**, or a **Covered Relative** who witnessed the Car jacking **Occurrence**), up to a maximum of €50,000 for each Carjacking **Occurrence**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- related hotel or paid accommodation costs for **You** or a **Family Member** to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of €5,000 for each Carjacking **Occurrence**, unless **You** or a **Family Member** have a residence which is geographically closer to such hospital or medical treatment centre;
- the Vehicle Comprehensive Cover Physical Damage **Excess** applied to damage sustained by the Covered vehicle shown in **Your Policy Schedule** in the Carjacking **Occurrence**

We will also pay up to a maximum of €10,000 for each Carjacking **Occurrence** to any person or organisation not causing that **Occurrence** for information leading to the arrest and conviction of any person(s) who caused the Carjacking **Occurrence**.

Covered vehicle means any private passenger vehicle, motorcycle and motor home **You** or a **Family Member** owns, rents or has furnished for regular use.

The following are not eligible to receive this reward payment: **You**, a **Family Member**, the Police or a **Covered Relative** who witnessed the Car jacking Occurrence.

Stalking threat cover

We will pay for Stalking threat expenses **You** or a **Family Member** incur solely and directly as a result of a Stalking threat **Occurrence**. **We** will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Stalking threat **Occurrence**.

Stalking threat Occurrence means:

- an act or acts committed with the intent to damage property owned by **You** or a **Family Member**, or to harass, injure or harm **You** or a **Family Member**; and
- the person committing the act or acts is the subject of a court order or injunction issued to protect **You** or a **Family Member**; and
- the act or acts occur on consecutive or non-consecutive days within a period of 120 days

Stalking threat expenses means the reasonable costs **You** or a **Family Member** incur for:

- related professional security consultant and professional security guard services up to a maximum of €10,000 for each Stalking threat **Occurrence**;
- related residential security expenses to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for **Your** Residence(s) listed in **Your Policy Schedule**, up to a maximum of €10,000;
- related temporary relocation expenses, up to a maximum of €10,000;
- related psychiatric services up to €10,000 for **You** or a **Family Member**, up to a maximum of €20,000 for each Stalking threat **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the Stalking threat **Occurrence**;

up to a maximum of €30,000 per **Policy Period** for all Stalking threat expenses

Aggravated burglary expenses

We will pay for Aggravated burglary expenses **You**, a **Family Member**, or **Your** Guest incur solely and directly as a result of an Aggravated burglary **Occurrence**. **We** will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of an Aggravated burglary **Occurrence**.

Aggravated burglary Occurrence means an unlawful act of violence or threat of violence to **You**, a **Family Member**, or **Your** Guest by a person who unlawfully entered **Your** main dwelling at a location named in **Your Policy Schedule**, a Temporary Residence, a Watercraft, or a motor home whilst **You**, a **Family Member**, or **Your** Guest are present and there is a covered loss under **Your** Contents Cover or Valuable Articles Cover.

Aggravated burglary Occurrence does not apply to land, patios, terraces, gardens, driveways, paths, gates, fences, walls, outbuildings, or any other structures within the grounds of **Your** main dwelling.

Aggravated burglary expenses means the reasonable costs for:

- related Medical expenses, up to €25,000 for each person (**You**, a **Family Member**, or **Your Guest**), up to a maximum of €50,000 for each Aggravated burglary **Occurrence**, when incurred within one year after the Aggravated burglary **Occurrence**;
- related psychiatric services up to €25,000 for each person (**You**, a **Family Member**, or **Your Guest**), up to a maximum of €50,000 for each Aggravated burglary **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the Aggravated burglary **Occurrence**;
- related rest and recuperation expenses for **You**, a **Family Member**, or **Your Guest**, up to a maximum of €5,000, for each Aggravated burglary **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional not related to **You**, a **Family Member** or a **Covered Relative** when incurred within 180 days after the Aggravated burglary **Occurrence**;
- salary lost during the first 60 days after the Aggravated burglary **Occurrence**, up to €25,000 for each person (**You**, a **Family Member**, or **Your Guest**), up to a maximum of €50,000 for each Aggravated burglary **Occurrence**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- related residential security expenses for **You** to improve the locks, alarm or other related security systems of **Your Residence(s)** listed in **Your Policy Schedule** which is subject to the Aggravated burglary **Occurrence**, up to a maximum of €10,000. **You** must obtain **Our** prior consent unless immediate action is required for safety reasons;
- related professional security consultant and professional security guard services for **You** or a **Family Member** up to a maximum of €10,000 for each Aggravated burglary **Occurrence**;
- related temporary accommodation expenses for **You**, a **Family Member**, or **Your Guest**, up to a maximum of €10,000 when incurred within 60 days after an Aggravated burglary **Occurrence**;
- related permanent home removal expenses, except stamp duty if due, up to a maximum of €10,000 if **You** permanently relocate away from **Your Residence** listed in **Your Policy Schedule** which is subject to the Aggravated burglary **Occurrence**, when incurred within six months after an Aggravated burglary **Occurrence**. This cover does not apply if **Your Residence** listed in **Your Policy Schedule** was already for sale or **You** intended to permanently relocate before the Aggravated burglary **Occurrence**;
- the House Cover and Contents Cover **Excess** for **Your Residence(s)** listed in **Your Policy Schedule** applied to damage sustained in the Aggravated burglary **Occurrence**

We will also pay up to a maximum of €10,000 for each Aggravated burglary **Occurrence** to any person or organisation not causing that **Occurrence** for information leading to the arrest and conviction of any person(s) who caused the Aggravated burglary **Occurrence**.

The following are not eligible to receive this reward payment: **You**, a **Family Member**, the Police or **Your Guest**.

Your Guest means:

- any regular domestic employee at **Your Residence(s)** listed in **Your Policy Schedule**; or
- any other person invited as a guest by **You** or a **Family Member** to **Your Residence(s)** listed in **Your Policy Schedule** or Temporary Residence

Your Guest does not include individuals who live with **You** or a **Family Member** and are not related to **You** or a **Family Member**.

Temporary Residence means:

- a private dwelling not owned by **You**;
- the private sleeping quarter(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory; or
- the private sleeping quarter(s) in a commercial ocean liner or other similar commercial watercraft; that **You** or a **Family Member** is occupying or is visiting by invitation

Watercraft means a watercraft with sleeping quarters that is not a commercial ocean liner or other similar commercial watercraft.

Aggravated assault expenses

We will pay for Aggravated assault expenses **You** or a **Family Member** incur solely and directly as a result of an Aggravated assault **Occurrence**. **We** will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of an Aggravated assault **Occurrence**.

Aggravated assault Occurrence means an unlawful act of violence or threat of violence to **You** or a **Family Member** by a person who has unlawfully taken or attempted to take any possessions belonging to **You** or a **Family Member** whilst away from **Your** House.

Aggravated assault expenses means the reasonable costs for:

- related Medical expenses, up to €25,000 for each person (**You** or a **Family Member**), up to a maximum of €50,000 for each Aggravated assault **Occurrence**, when incurred within one year after the Aggravated assault **Occurrence**;
- related psychiatric services up to €25,000 for each person (**You** or a **Family Member**), up to a maximum of €50,000 for each Aggravated assault **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the Aggravated assault **Occurrence**;
- related rest and recuperation expenses for **You** or a **Family Member**, up to a maximum of €5,000, for each Aggravated assault **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional not related to **You** or a **Family Member** when incurred within 180 days after the Aggravated assault **Occurrence**;
- salary lost during the first 60 days after the Aggravated assault **Occurrence**, up to €25,000 for each person (**You** or a **Family Member**), up to a maximum of €50,000 for each Aggravated assault **Occurrence**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;

We will also pay up to a maximum of €10,000 for each Aggravated assault **Occurrence** to any person or organisation not causing that **Occurrence** for information leading to the arrest and conviction of any person(s) who caused the Aggravated assault **Occurrence**.

The following are not eligible to receive this reward payment: **You**, a **Family Member**, or the Police.

Air rage cover

We will pay for Air rage expenses **You** or a **Family Member** incur solely and directly as a result of an Air rage **Occurrence**.

Air rage Occurrence means physical bodily harm against **You** or a **Family Member** by a violent person whilst **You** or a **Family Member** are occupying an aircraft as a passenger.

Air rage expenses means the reasonable costs for:

- related Medical expenses for **You** or a **Family Member** when incurred within one year after the Air rage **Occurrence**;
- related psychiatric services for **You** or a **Family Member** as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the Air rage **Occurrence**;
- related rest and recuperation expenses for **You** or a **Family Member**, up to a maximum of €5,000, for each Air rage **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional not related to **You**, a **Family Member** or a **Covered Relative** when incurred within 180 days after the Air rage **Occurrence**; up to a maximum of €15,000 per **Policy Period** for all Air rage expenses

Road rage cover

We will pay for Road rage expenses **You**, a **Family Member** or **Your** chauffeur incur solely and directly as a result of a Road rage **Occurrence**. Road rage expenses incurred by **Your** chauffeur are covered only if a Road rage **Occurrence** occurs whilst **Your** chauffeur is driving **You** or a **Family Member**.

Road rage Occurrence means physical bodily harm against **You**, a **Family Member** or **Your** chauffeur by a violent person arising from the use by **You**, a **Family Member** or **Your** chauffeur of any private passenger vehicle or motor home **You** or a **Family Member** owns, rents or has furnished for regular use.

Road rage expenses means the reasonable costs for:

- related Medical expenses for **You**, a **Family Member** or **Your** chauffeur when incurred within one year after the Road rage **Occurrence**;
- related psychiatric services for **You**, a **Family Member** or **Your** chauffeur as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the Road rage **Occurrence**;
- related rest and recuperation expenses for **You**, a **Family Member** or **Your** chauffeur, up to a maximum of €5,000, for each Road rage **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional not related to **You**, a **Family Member** or a **Covered Relative** when incurred within 180 days after the Road rage **Occurrence**; up to a maximum of €15,000 per **Policy Period** for all Road rage expenses

Child abduction cover

We will pay for Child abduction expenses **You**, a **Family Member**, a **Covered Relative**, or an abducted child's parent or legal guardian incur solely and directly as a result of a Child abduction **Occurrence**. **We** will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Child abduction **Occurrence**.

Child abduction Occurrence means the wrongful taking, false imprisonment, or wrongful detention of one or more of **Your** or a **Family Member's** children, or one or more children in the care of **You** or a **Family Member**, under the age of 13.

Child abduction expenses means the reasonable costs for:

- related travel, meals, lodging, and phone expenses incurred by **You**, a **Family Member**, a **Covered Relative** who witnessed the Child abduction **Occurrence**, or a **Covered Relative** who is the parent or legal guardian of the abducted child, including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's Loss of life, up to a maximum of €10,000 for each Child abduction **Occurrence**;
- related medical and psychiatric expenses for:
 - i) the abducted children, up to a maximum of €25,000, when incurred within one year after the Child abduction **Occurrence**; and
 - ii) **You**, a **Family Member**, a **Covered Relative** who witnessed the Child abduction **Occurrence** (not including the abducted child), or a **Covered Relative** who is the parent or legal guardian of the abducted child, including those expenses incurred up to 180 days after the recovery of the abducted child or verification of the abducted child's Loss of life, up to a maximum of €10,000, for each Child abduction **Occurrence**;
- related rest and recuperation expenses for **You**, a **Family Member**, a **Covered Relative** who witnessed the Child abduction **Occurrence**, or a **Covered Relative** who is the parent or legal guardian of the abducted child, up to a maximum of €5,000 for each Child abduction **Occurrence**, as prescribed by a **Physician**, psychologist, or other authorised mental health professional (other than **You** or a **Family Member**), when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's Loss of life, whichever comes first;
- salary lost during the first 60 days after the Child abduction **Occurrence**, up to €25,000 for each person (**You**, a **Family Member**, or a **Covered Relative** who is the parent or legal guardian of the abducted child), up to a maximum of €50,000 for each Child abduction **Occurrence**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- the following related reasonable costs **You** or the parent or legal guardian of the abducted child incur, up to a maximum of €10,000, when incurred within 12 months after a Child abduction **Occurrence** for:
 - i) a professional public relations consultant;
 - ii) a professional forensic analyst;
 - iii) publicity expenses incurred to locate the abducted children;
 - iv) a professional security consultant

We will also pay up to a maximum of €10,000 for each Child abduction **Occurrence** to any person or organisation not causing that **Occurrence** for information not otherwise available leading to the arrest and conviction of any person(s) who caused the Child abduction **Occurrence**.

The following are not eligible to receive this reward payment: **You**, a **Family Member**, the parent or guardian of the abducted child, the Police or a **Covered Relative** who witnessed the Child abduction Occurrence.

Hijacking cover

We will pay for Hijacking expenses **You** or a **Family Member** incurs solely and directly as a result of a Hijacking **Occurrence**. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Hijacking **Occurrence**.

Hijacking Occurrence means the unlawful detention of **You** or a **Family Member** by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance. This coverage does not apply to Hijacking **Occurrences** on a commercial conveyance with a scheduled departure, layover, or destination point that the Department of Foreign Affairs and Trade have given a security status of either 'Avoid non-essential travel' or 'Do not travel'.

Hijacking expenses means the reasonable costs for:

- related medical expenses up to €25,000 for each person (**You** or a **Family Member**), up to a maximum of €50,000 for each Hijacking **Occurrence**, when incurred within one year after the Hijacking **Occurrence**;
- related psychiatric services up to €25,000 for each person (**You** or a **Family Member**), up to a maximum of €50,000 for each Hijacking **Occurrence**, when incurred within one year after the Hijacking **Occurrence**;
- related rest and recuperation expenses for **You** or a **Family Member**, up to a maximum of €5,000 for each Hijacking **Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional (other than **You** or a **Family Member**), when incurred within 180 days after the Hijacking **Occurrence**;
- salary lost during the first 60 days after the Hijacking **Occurrence**, up to €25,000 for each person (**You** or a **Family Member**), up to a maximum of €50,000 for each Hijacking **Occurrence**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- for each Hijacking **Occurrence**, the non-refundable expenses incurred by **You** or a **Family Member** for **Your** scheduled trip, up to a maximum of €5,000, for the following:
 - i) additional accommodations or transportation to bring **You** or a **Family Member** to the original destination if **You** or a **Family Member** missed the original departure;
 - ii) additional accommodations or transportation to bring **You** or a **Family Member** to the return destination, or to travel from the place where the trip was interrupted to the place where **You** or a **Family Member** can rejoin the trip;
 - iii) the unused portion of land, sea, or air arrangements or accommodations that **You** or a **Family Member** paid as part of the trip; due to the scheduled trip's cancellation or interruption caused by a Hijacking **Occurrence**

Terrorism and Active Assailant Cover

If **You** or a **Family Member** sustain a Bodily Injury as a result of a Terrorism Occurrence or an Active Assailant Occurrence **We** will pay for Terrorism and Active Assailant expenses **You** or a **Family Member** incur solely and directly as a result of the Terrorism Occurrence or Active Assailant Occurrence. **We** will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of the Terrorism Occurrence or Active Assailant Occurrence.

Active Assailant Occurrence means a person or group of persons armed with a weapon(s) actively engaged in killing or attempting to kill or cause serious bodily injury to a person or group of persons.

Bodily Injury means physical bodily harm, including sickness or disease that results from it, shock, mental anguish or mental injury.

Terrorism Occurrence means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Terrorism and Active Assailant expenses means the reasonable costs for:

- related Medical expenses up to €25,000 for each person (**You**, or a **Family Member** who witnessed the Terrorism or Active Occurrence Assailant Occurrence), up to a maximum of €50,000 for each Terrorism or Active Assailant, when incurred within one year after the Terrorism or Active Assailant Occurrence;
- related psychiatric services up to €25,000 for each person (**You**, or a **Family Member** who witnessed the Terrorism or Active Assailant Occurrence), up to a maximum of €50,000 for each Terrorism or Active Assailant Occurrence, as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the Terrorism or Active Assailant Occurrence;
- related rest and recuperation expenses for **You**, or a **Family Member** who witnessed the Terrorism or Active Assailant Occurrence, up to a maximum of €5,000 for each Terrorism or Active Assailant Occurrence, as prescribed by a **Physician**, psychologist or other authorised mental health professional not related to **You**, or a **Family Member** when incurred within 180 days after Terrorism or Active Assailant Occurrence;
- salary lost during the first 60 days after the Terrorism or Active Assailant Occurrence, up to €25,000 for each person (**You**, or a **Family Member** who witnessed the Terrorism or Active Assailant Occurrence), up to a maximum of €50,000 for each Terrorism or Active Assailant Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- related hotel or paid accommodation costs for **You** or a **Family Member** to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of €5,000 for Terrorism or Active Assailant Occurrence, unless **You** or a **Family Member** have a residence which is geographically closer to such hospital or medical treatment centre;

We will also pay up to a maximum of €10,000 for each Terrorism or Active Assailant Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Terrorism or Active Assailant Occurrence.

Exclusions

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

False report

We do not cover loss arising from a false report of Air rage, Road rage, Carjacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault **Occurrence** by **You** or a **Family Member** or any person acting on behalf of **You** or a **Family Member**, whether acting alone or in collusion with others.

Acts of certain persons

We do not cover any loss caused by:

- **You** or a **Family Member**;
- a **Covered Relative** or a family relative;
- a guardian or former guardian of **You**, a **Family Member**, **Covered Relative** or a family relative;
- an estranged spouse or former spouse of **You**, a **Family Member**, **Covered Relative** or a family relative;
- a domestic partner or former domestic partner of **You**, a **Family Member**, **Covered Relative** or a family relative;
- any person unrelated to **You** or a **Family Member**, other than a domestic employee or residential staff, who live with **You** or ever lived with **You** for six (6) or more months;
- a relative, guardian or former guardian of an abducted child who is in **Your** or a **Family Member's** care;
- a civil authority; or
- any person acting on behalf of any of the above, whether acting alone or in collusion with others. However this exclusion does not apply to cover provided under Stalking threat cover

Persons known

Under Air rage cover, **We** do not cover any loss by a person known to **You** or a **Family Member**. Under Hijacking or Road rage cover, **We** do not cover any loss by a person known to **You**, a **Family Member** or **Your** chauffeur.

Children in Your care

We do not cover Child abduction expenses or accidental death and dismemberment loss for children in the care of **You** or a **Family Member** when:

- **You** or a **Family Member** are participating in any organised activity with or in association with any organisation or entity;
- **You** or a **Family Member** are providing this care as a home day care provider in **Your** Residence(s) listed on **Your Policy Schedule** and **You** or a **Family Member** earns annual gross revenues in excess of €2,000 as a home day care provider; or
- **You** or a **Family Member** are providing this care as an employee or volunteer of a profit or non-profit organisation providing service for the care of children

However, this exclusion does not apply to **Your** children, the children of a **Family Member** or the children of a **Covered Relative**, in the care of **You** or a **Family Member**.

Your Guest

We do not cover *Your* Guest(s) in a Temporary Residence who share the cost of the lodging.

Legal fees

We do not cover any legal costs or fees.

Salary lost

We do not cover salary lost under Carjacking expenses, Child abduction expenses, Hijacking expenses, Aggravated burglary or Aggravated assault expenses if immediately prior to the Carjacking **Occurrence**, Child abduction **Occurrence**, Hijacking **Occurrence**, Aggravated burglary or Aggravated assault **Occurrence**, the person with salary lost was receiving disability insurance, social security disability, unemployment compensation, or was on personal or medical leave.

Substance abuse treatment

We do not cover any expenses for substance abuse treatments unless the substance abuse was directly caused by the Carjacking, Stalking threat, Aggravated burglary, Aggravated assault, Child abduction, Hijacking, Air rage or Road rage **Occurrence**.

Childbirth or miscarriage

We do not cover accidental death and dismemberment loss caused by childbirth or miscarriage.

Suicide or intentional dismemberment

We do not cover accidental death and dismemberment loss caused by the Victim's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.

Vehicles used for a fee

We do not cover loss arising out of *Your*, a *Family Member's* or a *Covered Relative's* ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.

Rest and recuperation expenses

We do not cover any rest or recuperation expenses when prescribed by a *Physician*, psychologist or other authorised mental health professional who is related to *You*, a *Family Member* or *Covered Relative*.

Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of **Your Policy**.

Other insurance

This insurance is excess over any other insurance except that written specifically to cover excess over the amount of cover that applies in **Your Policy**.

This provision does not apply to accidental death and dismemberment loss.

Examination

We have the right to examine under oath as often as **We** may reasonably require, **You, Family Members**, Covered relatives, Victims, **Your** chauffeur and **Your** Guests, and have them subscribe the same. **We** may also ask **You** or the beneficiary to give **Us** a signed description of the circumstances surrounding a loss and to produce all records and documents **We** request and permit **Us** to make copies.

Physical examination and autopsy

A person making a claim under Family Protection Cover must submit as often as **We** reasonably require to physical examinations by **Physicians We** select. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

House and Contents Legal Expenses Cover

House and Contents Legal Expenses Cover only applies to **Your Policy** if shown in **Your Policy** Schedule.

This part of **Your Policy** provides insurance in respect of House and Contents Legal Expenses for **You** and/or a **Family Member** unless stated otherwise in **Your Policy** or an exclusion applies.

This cover part is administered by ARAG: ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20, a company registered in Republic of Ireland number 639625. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

This cover part is insured by ARAG Insurance Company Limited - a branch of ARAG Allgemeine Versicherungs-AG. 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.

ARAG Insurance Company Limited liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other company's proportion or in respect of any other section of this policy.

Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised when used.

ARAG means ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20 acting on behalf of the Insurer.

Appointed Advisor means the solicitor, accountant, mediator or other advisor appointed by ARAG to act on behalf of **You** or a **Family Member**.

Conditional Fee Agreement means a legally enforceable agreement between **You** or a **Family Member** and the Appointed Advisor for paying their professional fees on the basis of 100% "no-win no-fee".

Domestic Employee means any person who is employed by **You** or a **Family Member** under a contract of service to carry out domestic duties for **Your** household.

Insurer means ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG, the underwriter of this cover part

Insured Event means Employment disputes cover, Disputes with domestic employees cover, Contract disputes cover, Personal injury cover, Clinical negligence cover, Property protection cover, Tax protection cover, Work legal defence cover, Motor legal defence cover or Jury service cover.

Legal Costs and Expenses means

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on a party/party basis and agreed in advance by ARAG
- In civil claims, other side's costs, fees and disbursements where **You** or a **Family Member** have been ordered to pay them or pays them with ARAG's agreement
- Reasonable accountancy fees reasonably incurred under Insured Event Tax protection cover by the Appointed Advisor and agreed by ARAG in advance
- The processing fee incurred under Insured Event Personal injury cover.

Reasonable Prospects of Success means

- Other than as set out below, a greater than 50% chance of **You** or a **Family Member** successfully pursuing or defending the claim and, if **You** or a **Family Member** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
- In criminal prosecution claims where **You** or a **Family Member**
 - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- In all claims involving an appeal, a greater than 50% chance of **You** or a **Family Member** being successful

Where it has been determined that Reasonable Prospects of Success as set out above do not exist, **You** or a **Family Member** shall be liable to pay any legal costs incurred should **You** or **Your Family Member** pursue or defend a claim irrespective of the outcome.

Small Claims Court means a court in

- Republic of Ireland that deals with civil claims according to Order 53A of the District Court Rules;
- England and Wales that hears a claim falling under the small claims track in the County Court as defined by section 26.6 (1) of the Civil Procedure Rules 1999;
- Scotland that uses the simple claims procedure as set out by the Court Reform (Scotland) Act 2014;
- Northern Ireland where the sum in dispute is less than £3,000; or
- the equivalent jurisdiction within the Territorial Limit where this cover part of the **Policy** applies.

Territorial Limit means

- for claims made under the Contract disputes cover; the Republic of Ireland and countries in the European Union, Channel Islands, Isle of Man, Norway, Switzerland and the United Kingdom;
- for claims made under the Personal injury cover; the Republic of Ireland and countries in the European Union, Channel Islands, Isle of Man, Norway, Switzerland and the United Kingdom, except for claims involving travel for up to 90 consecutive days commencing during the **Policy Period** where cover applies worldwide;
- for all other Insured Events, the Republic of Ireland.

How We Will Pay Your Claim

Limit of liability

The maximum payable by the Insurer in respect of all claims related by time or original cause is €100,000. For claims made under Personal injury cover for travel up to 90 consecutive days during the **Policy Period** the maximum payable by the Insurer is €50,000.

Legal Expenses Cover with ARAG has been arranged by **Us** for **Your** convenience.

We cannot accept responsibility for the availability or standard of services nor for any consequences resulting from the use of these services. **You** are responsible for the payment of any fees or costs resulting from the use of these services not covered by this part of **Your Policy**.

Insured Events

The Insurer will pay **You** or a **Family Member's** Legal Costs and Expenses up to the Limit of Indemnity, including the cost of appeals for the following Insured Events:

Employment disputes cover

- A dispute with **You** or a **Family Member's** current, former or prospective employer relating to a contract of employment or related legal rights.

A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the Labour Relations Commission's Code of Practice on Grievance and Disciplinary Procedures or any supplemental or replacement code of practice or guidance issued by the Workplace Relations Commission (WRC) under Section 20 of the Workplace Relations Act 2015 have been or ought to have been concluded.

You or a **Family Member** are required to cooperate fully with the WRC regarding mediation and not do anything that hinders a successful outcome.

Disputes with Domestic Employees cover

A dispute with **You** or a **Family Member's** Domestic Employee that arises from

- their dismissal by **You** or a **Family Member**
- the terms of a contract of service or service occupancy agreement between **You** or a **Family Member** and **You** or a **Family Member's** Domestic Employee
- an alleged breach of **You** or a **Family Member's** Domestic Employee's legal rights under employment laws.

You or a **Family Member** are required to cooperate fully with the Workplace Relations Commission (WRC) regarding mediation and not do anything that hinders a successful outcome.

Contract disputes cover

A dispute arising out of an agreement or alleged agreement which has been entered into by **You** or a **Family Member** for:

- Buying or hiring consumer goods or services
- Privately selling goods
- Buying or selling **Your** main home or other residential property located within the Territorial Limits
- Renting **Your** home as a tenant.

Clinical negligence cover

A dispute arising from alleged clinical negligence or malpractice.

Personal injury cover

A sudden event directly causing **You** or a **Family Member** physical bodily injury or death.

Property protection cover

A dispute relating to visible property which **You** own following:

- an event which causes physical damage to **Your** visible property including **Your** residences listed in **Your Policy Schedule**;
- a public or private nuisance or trespass providing where any boundary is in dispute, **You** have proof of where the boundary lies.

Tax protection cover

A formal enquiry into **You** or a **Family Member's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

Work legal defence cover

An alleged act or omission of **You** or a **Family Member** that arises out of **Your** or a **Family Member's** work as an employee and results in:

- **You** or a **Family Member** being interviewed by the police or others with the power to prosecute;
- a prosecution brought against **You** or a **Family Member** in a court of criminal jurisdiction;
- a civil action brought against **You** or a **Family Member** for compensation for failure by a data controller to comply with certain data protection requirements under Section 7 of the Data Protection Acts 1988 and 2003;
- civil proceedings brought against **You** or a **Family Member** under unfair discrimination laws;
- a formal investigation or disciplinary hearing brought against **You** or a **Family Member** by a professional or regulatory body.

Motor legal defence cover

Arising out of a motoring prosecution brought against **You** or a **Family Member**.

Attendance expenses cover

Arising out of **Your** or a **Family Member** being absent from work to attend any court, Work Place Relations adjudication, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury service. The amount the Insurer will pay shall not exceed €10,000.

Exclusions

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**.

Applicable to all Insured Events

House and Contents Legal Expenses Cover does not cover any claim arising from or relating to:

- Legal Costs and Expenses incurred without ARAG's consent;
- any actual or alleged act, omission or dispute happening before, or existing at the start of this cover part, and which **You** or a **Family Member** believed or ought reasonably to have believed could lead to a claim;
- an amount below €100;
- an allegation against **You** or a **Family Member** involving:
 - assault, violence or dishonesty, malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration; or
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences); or
 - offences under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as amended by Part 2 of the Criminal Justice Act 2013;
- a dispute with another **Family Member**;
- **You** or a **Family Member's** deliberate or reckless act;
- a judicial review;
- a dispute with **Us** or ARAG not dealt with under the complaints section;
- defamation;
- any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If ARAG alleges that by reason of this exclusion any liability or loss is not covered by this cover part, the burden of proving the contrary shall be upon **You** or a **Family Member**;
- a Group Litigation Order;
- the payment of fines, penalties or compensation awarded against **You** or a **Family Member**.

Employment disputes cover

House and Contents Legal Expenses Cover does not cover any Employment disputes claims relating to:

- disputes arising solely from personal injury;
- defending a claim brought by **You** or **Your Family Member's** other than defending an appeal.
- any claim other than a counter claim or appeal;
- Legal Costs and Expenses for an employer's internal disciplinary or an employee's grievance hearing;
- a compromise or settlement agreement between **You** or a **Family Member's** employer, unless such agreement arises from an ongoing claim under this cover part;
- **You** or a **Family Member's** employer's or ex employer's pension scheme.

Disputes with Domestic Employees cover

House and Contents Legal Expenses Cover does not cover any Dispute with Domestic Employees claims arising from or relating to:

- a Domestic Employee disciplinary hearing or internal grievance
- personal injury
- **You** or a **Family Member** pursuing a claim against **Your** or a **Family Member's** Domestic Employee other than a claim to recover possession of a part of **Your** or a **Family Member's** home or other accommodation provided by **You** or a **Family Member's** under a service occupancy agreement.

Contract disputes cover

House and Contents Legal Expenses Cover does not cover any Contract disputes claim arising from or relating to:

- disputes with tenants or where **You** or a **Family Member** is the landlord;
- loans, mortgages, endowments, pensions, or any other banking, life or long-term insurance products, savings or investments;
- the business activities, trade, venture for gain, profession or employment of **You** or a **Family Member**; or
- a settlement due under an insurance **Policy**.

Personal injury cover

House and Contents Legal Expenses Cover does not cover any Personal injury claim arising from or relating to:

- a condition, illness or disease which develops gradually over time;
- mental injury, nervous shock, depression or psychological symptoms where **You** or a **Family Member** has not sustained physical injury to their body;
- defending any dispute other than an appeal.

Clinical negligence cover

House and Contents Legal Expenses Cover does not cover any Clinical negligence claim arising from or relating to:

- a contract dispute;
- defending any dispute other than an appeal.

Property protection cover

House and Contents Legal Expenses Cover does not cover any Property protection claim arising from or relating to:

- a contract entered into by **You** or a **Family Member**;
- any building or land other than **Your** residence(s) listed in **Your Policy Schedule**;
- a motor vehicle; or
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your** property by any government, local or public authority;
- a dispute with any party other than the person(s) who caused the damage, nuisance or trespass;
- defending a claim for damage to property other than defending a counter claim or appeal

Tax protection cover

House and Contents Legal Expenses Cover does not cover any Tax protection claim arising from or relating to:

- tax returns where the Office of Revenue Commissioners levy a penalty or which contain careless and/or deliberate misstatements;
- tax evasion and tax avoidance;
- assets, monies or wealth outside of the Republic of Ireland;
- a business or venture for gain of **You** or a **Family Member**.

Work legal defence cover or Motor legal defence cover

House and Contents Legal Expenses Cover does not cover any Work legal defence or Motor legal defence claim arising from or relating to:

- owning a vehicle or driving without motor insurance or a valid driving licence; or
- a parking offence.

Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of House and Contents Legal Expenses Cover is provided by ARAG, subject to the following: -

The Insured Event occurs within the Territorial Limit.

The claim must always have Reasonable Prospects of Success and be reported to ARAG:

- during the **Policy Period**; and
- as soon as **You** or a **Family Member** first becomes aware of circumstances which could give rise to a claim under this cover part.

Unless there is a conflict of interest **You** or a **Family Member** must always agree to use the Appointed Advisor nominated by ARAG in any claim before proceedings have been or need to be issued.

Any dispute will be dealt with by a court, the Workplace Relations Commission, the Personal Injuries Assessment Board, or a relevant regulatory or licencing body or through mediation agreed with ARAG.

A claim is considered to be reported to ARAG when ARAG has received **Your** or a **Family Member's** fully completed claim form.

Where the Insurer's risk is affected by **You** or a **Family Member's** failure to keep to these conditions the Insurer can cancel **Your Policy**, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs and Expenses from **You** or a **Family Member** if this happens.

Before making the claim, **You** or the **Family Member** must:

- keep to the terms of this cover part;
- tell ARAG immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in **Your** or a **Family Member's** favour;
- cooperate fully with ARAG, give the Appointed Advisor any instructions ARAG require, and keep them updated with progress of the claim and not hinder them;
- take reasonable steps to claim back Legal Costs and Expenses, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the Insurer;
- keep Legal Costs and Expenses as low as possible;
- allow the Insurer at any time to take over and conduct in **Your** or a **Family Member's** name, any claim.

In certain circumstances as set out in the following bullet point below **You** or a **Family Member** may choose an Appointed Advisor. In all other cases no such right exists and ARAG shall choose the Appointed Advisor.

- **You** or a **Family Member** may choose an Appointed Advisor if:
 - ARAG agree to start proceedings or proceedings are issued against **You** or a **Family Member**,
 - or - there is a conflict of interest.

Where **Your** or a **Family Member** wishes to exercise the right to choose, **Your** or a **Family Member** must write to ARAG with **Your** or their preferred representative's contact details.

Where **You** or a **Family Member** chooses to use a preferred representative, the Insurer will not pay more than ARAG agree to pay a solicitor from ARAG's panel. (ARAG's panel solicitor firms are chosen with care and ARAG agree special terms with them which may be less than the rates available from other firms.)

If **You** or a **Family Member** dismiss the Appointed Advisor without good reason, or withdraw from the claim without ARAG's written agreement, or if the Appointed Advisor refuses with good reason to continue acting for **Your** or a **Family Member**, cover will end immediately.

In respect of a claim under Employment cover, Disputes with domestic employees cover, Contract cover, Personal injury cover or Clinical negligence cover **You** or a **Family Member** must enter into a Conditional Fee Agreement where legally permitted.

You or a **Family Member** must agree to ARAG having sight of the Appointed Advisor's file relating to **Your** or a **Family Member's** claim. **You** or a **Family Member** are considered to have provided consent to ARAG or ARAG's appointed agent to have sight of their file for auditing and quality control purposes.

Your Family Member must have **Your** agreement to claim under this section.

The Insurer has the right to settle the claim by paying the reasonable value of **Your** or a **Family Member's** claim.

The Insurer has the right to recover Workplace Relations Commission or Labour Court fees from a settlement agreement between **You** or a **Family Member** and an employer or ex-employer under Insured Event Employment cover and/or between **You** or a **Family Member** and a domestic employee under Insured Event Disputes with Domestic Employees cover.

You or a **Family Member** must not negotiate, settle the claim or agree to pay Legal Costs and Expenses without ARAG's written agreement.

If **You** or a **Family Member** refuses to settle the claim following advice to do so from the Appointed Advisor, the Insurer reserves the right to refuse to pay further Legal Costs and Expenses.

ARAG may require **You** or a **Family Member** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **You** or a **Family Member** then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by ARAG, then the Insurer will pay for a final opinion which shall be binding on the **You** or a **Family Member** and ARAG.

This cover part shall be governed by Irish law.

A person who is not **You** or a **Family Member** under this contract has no right to enforce the terms and conditions of this cover part under the Contracts (Rights of Third Parties) Act 1999.

Cyber Protection Cover

Cyber Protection Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides **You** with Cyber Protection Cover for **You** or a **Family Member** anywhere in the world, unless stated otherwise in **Your Policy** or an exclusion applies.

Cyber Protection Cover means **Cyber Extortion Occurrences, Cyber Financial Loss Occurrences, Cyber Breach of Personal Information Occurrences** and **Cyber Bullying Occurrences**.

Definitions

The following words used in this Cyber Protection Cover part have the special meaning defined here. Throughout this Cyber Protection Cover part of the **Policy**, defined terms will be capitalised, bold and in italics when used.

Account Funds means funds from any personal account that **You, Your Family Member** and, only with **Your** authority, **Your** employee, may access, provided each user with access has complied with the terms and conditions of the personal account. **Account Funds** does not mean, or include, any virtual currency or cryptocurrencies (such as Bitcoin) or any other electronic currency not authorised by a sovereign government as part of its currency.

Cyber Aggregate Limit means the aggregate limit of cover available under the **Policy** per **Policy Period** for Cyber Protection Cover, which is €100,000. This is the most **We** will pay for **Cyber Extortion Occurrences, Cyber Financial Loss Occurrences, Cyber Breach of Personal Information Occurrences** and **Cyber Bullying Occurrences**, regardless of the number of covers, claims, people, or Occurrences, including any combination of those things.

Cyber Attack means the following malicious or fraudulent acts:

- unauthorised access to, or use of, **Electronic Data Processing Property**;
- alteration, corruption, damage, manipulation, misappropriation, theft, or destruction of **Electronic Data Processing Property**;
- transmission or introduction of a computer virus or harmful code, including ransomware, into **Electronic Data Processing Property**; or
- restriction or inhibition of access targeted at, or directed against, **Electronic Data Processing Property**.

Cyber Attack does not mean the following:

- human operating error or omission, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by **You, a Family Member**, or a third party providing services to **You**;
- mistakes in legitimate electronic code or damage from code installed on **Your** or a **Family Member's Electronic Data Processing Property** during the manufacturing process, upgrade process, or normal maintenance; or
- any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications (including **Your** internet services provider) or other infrastructure.

Cyber Breach of Personal Information Occurrence means an **Occurrence** of theft, loss, or unauthorised use or access of **Your** or a **Family Member's Personal Information** first discovered during the **Policy Period** arising out of a **Cyber Attack** which results in the making public of **Your** or a **Family Member's Personal Information** that:

- compromises the security of **Your residence**, or puts **You** or a **Family Member** at physical risk; or leads to:
 - wrongful dismissal of **You** or a **Family Member**;
 - false arrest of **You** or a **Family Member**;
 - wrongful discipline of **You** or a **Family Member** by a governing official or body of a primary or secondary higher education, or private school; or
 - debilitating shock, mental anguish, or mental injury, as diagnosed by a **Physician**.

Cyber Extortion Occurrence means one or more of the following acts first discovered during the **Policy Period**, arising out of a **Cyber Attack** committed directly against **You** or a **Family Member's Electronic Data Processing Property** and threats to perform, or the actual performance of, the following acts unless a payment is made:

- the release, disclosure, dissemination, destruction, or use of **Your** or a **Family Member's Personal Information**;
- the disabling or making inoperable of **Electronic Data Processing Property** owned by **You** or a **Family Member**; or
- the restriction or inhibition of access to **Your** or a **Family Member's Electronic Data Processing Property** or **Personal Information**.

Cyber Financial Loss Occurrence means one or more similar or related acts first discovered during the **Policy Period**, arising out of a **Cyber Attack** and resulting in theft of **Your** or a **Family Member's** personal Account Funds from a financial institution, without **Your** knowledge, **Your Family Member's** knowledge, or the knowledge of **Your** employee who is authorised to access the **Account Funds** from which the theft occurred.

Cyber Financial Loss Occurrence does not include the following, regardless of whether it results from a Cyber Attack:

- a payment or transfer of **Your** personal **Account Funds** by **You**, **Your Family Member**, or **Your** employee who is authorised to access the **Account Funds**; or
- credit card charges or loans obtained in **Your** or a **Family Member's** name; or
- any **Cyber Attack** on the Financial Institution(s) where **You** or a **Family Member** maintain funds of any kind, where the **Cyber Attack** is directed at all or part of the Financial Institution as a whole and not directed at **Your** or **Your Family Member's** personal **Account Funds**, even if **Your** or **Your Family Member's** personal **Account Funds** are compromised as a result.

Cyber Bullying Occurrence means an act by an individual or group of individuals other than (i) **You** or a **Family Member** and (ii) **Your** or a **Family Member's** Co-Workers or Employer(s), that harass, threaten or intimidate **You** or a **Family Member** that lead to **You** and/or a **Family Member**:

- being wrongfully dismissed;
- wrongfully arrested;
- wrongfully disciplined by a secondary school or higher education; and/or
- suffering significant duress leading to the inability to attend secondary school, higher education or work for more than a week, as diagnosed by a **Physician**, psychologist or other authorised mental health professional

provided it was sent via computer, mobile device, telephone, or any other electronic device.

Electronic Contents means non recoverable purchased eBooks, software, application software (apps), music and movie files.

Electronic Data means information, concepts, knowledge, facts, personal information, data of any kind, or instructions which are stored digitally. **Electronic Data** does not include any tangible property.

Electronic Data Processing Property means:

- **Electronic Data** processing equipment and their accessories;
- Portable electronic devices such as smartphones, electronic reading devices, tablets, handheld or wearable computers or similar devices;
- Software;
- **Electronic Contents**; or
- **Electronic Data** including the capacity of **Electronic Data** to be stored, processed, or transmitted over the internet.

Electronic Data Processing Property does not include **You** or a **Family Member's** use of a cloud storage or any other virtual storage, backup or maintenance facilities, which are operated by a third party provider, even if any of the above listed **Electronic Data Processing Property** is compromised, damaged, lost or destroyed as a result of the failure of or a disruption to such cloud storage or other virtual storage, backup or maintenance facilities.

Personal Information means the following nonpublic or private information:

- a natural person's name, mailing address, email address, telephone number, tax file number, medical or healthcare data, biometric records, other protected health information, driver's license number, or passport;
- personal bankcard, credit card, debit card or account numbers in combination with associated security codes, access codes, passwords or pins, or account histories; or
- emails, text messages, voice or other electronic or digital messaging, internet browsing history, or personal photos or videos that can reasonably be assumed to remain private, however **Personal Information** does not include publicly available information that is lawfully made available to the general public.

We will pay for certain **Cyber Protection Cover** expenses (described below) **You** or a **Family Member** incurs solely and directly as a result of a **Cyber Protection Cover Occurrence**.

Cyber Extortion

Once **You** have contacted **Us**, **We** may retain a third party to respond to the **Cyber Extortion Occurrence**, including to negotiate the removal of the threat made and/or remove any malware or other malicious software which was caused to be installed on your **Electronic Data Processing Property** in order to facilitate the **Cyber Extortion Occurrence**.

We will pay the reasonable and necessary costs up to a maximum of €5,000 incurred by **You** or a **Family Member** for the following cyber extortion expenses that **You** or a **Family Member** incurs solely and directly as a result of a **Cyber Extortion Occurrence**:

- provided that **You** have sought prior confirmation from **Us**, the extortion amount paid by **You** or a **Family Member** to stop or remove the **Cyber Extortion Occurrence**; and
- the costs to replace, repair, restore, or recover the **Electronic Data Processing Property** owned by **You** or a **Family Member** which is damaged or destroyed as a result of the **Cyber Extortion Occurrence**.

All amounts under cyber extortion expenses are subject to the **Cyber Aggregate Limit** per **Policy Period** for **Cyber Protection Cover**; and Cover applies only if the third party hired to investigate and negotiate the **Cyber Extortion Occurrence** confirms that a **Cyber Extortion Occurrence** has taken place.

Cyber Financial Loss

We will reimburse non-recoverable **Account Funds** and pay the following reasonable and necessary costs for cyber financial loss expenses **You** or a **Family Member** incurs, solely and directly as a result of a **Cyber Financial Loss Occurrence** up to a maximum of €15,000 per **Family Member** per **Policy Period**:

- a) ensuing damages for which **You** or a **Family Member** becomes legally liable to a third party which arise directly out of the **Cyber Financial Loss Occurrence**;
- b) salary lost due to time off from work for **You** or a **Family Member** to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel during the first 60 days after discovery of an act committed as part of the **Cyber Financial Loss Occurrence**, up to a maximum of €10,000 for each **Cyber Financial Loss Occurrence**, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans; and/or
- c) with **Our** consent, legal fees, up to a maximum of €2,000 for:
 - i) the defence of **You** or a **Family Member** against a lawsuit(s) related to the **Cyber Financial Loss Occurrence** by a business or a collection agency;
 - ii) the removal of criminal or civil judgements related to the **Cyber Financial Loss Occurrence** wrongly entered against **You** or a **Family Member**; or
 - iii) any challenge to the information in a consumer credit report for **You** or a **Family Member**.

All amounts under cyber financial loss expenses are subject to the **Cyber Aggregate Limit** per **Policy Period** for **Cyber Protection Cover**.

Financial losses must be reported to local law enforcement and the applicable financial institution in order to be covered under this section of the **Policy**.

Cyber Breach of Personal Information

We will pay:

- related salary lost during the first sixty (60) days after the date **You** or a **Family Member** (as appropriate) discover(s) or learn(s) of a **Cyber Breach of Personal Information Occurrence** covered under this **Policy** for **You** or a **Family Member**, up to a maximum of €15,000 per **Policy Period**, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans; and
- up to a maximum of €5,000 incurred by **You** or a **Family Member** for the following expenses **You** or a **Family Member** incurs solely and directly as a result of a **Cyber Breach of Personal Information Occurrence** provided (i) **We** have provided prior approval, (ii) these expenses are reasonable and necessary and (iii) these expenses are incurred within one year after an act committed as part of such **Cyber Breach of Personal Information Occurrence**:

- related temporary relocation expenses for **You** and **Your Family Members** following a **Cyber Breach of Personal Information Occurrence** when incurred as a direct result of the **Cyber Breach of Personal Information Occurrence** within 60 days after the earliest date attributable to such **Cyber Breach of Personal Information Occurrence**; and/or
- legal fees to consult with legal counsel solely for legal guidance on how to respond to a **Cyber Breach of Personal Information Occurrence**.

All amounts under cyber breach of personal information expenses are subject to the **Cyber Aggregate Limit** per **Policy Period** for **Cyber Protection Cover**.

Cyber Bullying

Provided **We** have given prior approval **We** will pay the following related reasonable costs **You** or a **Family Member** incurs, up to a maximum of €25,000 for all occurrences in a **Policy Period**, when incurred within 12 months after a **Cyber Bullying Occurrence** for:

- a professional public relations consultant;
- a professional digital forensic analyst to aid in prosecution;
- a professional cyber security consultant; and/or
- an online reputation management service

We will also pay for salary lost due to wrongful dismissal during the first 60 days after the **Cyber bullying Occurrence**, up to €25,000 for each person and up to a maximum of €50,000 per **Policy Period**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans.

We will also pay for the incurred related temporary relocation expenses for **You** or a **Family Member** up to a maximum of €25,000, when incurred within 60 days after a **Cyber bullying Occurrence**.

All amounts under cyber bullying expenses are subject to the **Cyber Aggregate Limit** per **Policy Period** for **Cyber Protection Cover**.

Third parties are not affiliated or associated with **Us** in any way. **We** assume no liability arising out of any services rendered by a third party not covered under this **Policy**. Further, if **You** decide to enter into a contract with such third party, **We** shall not be entitled to any rights, or subject to any obligations or liabilities set forth in any agreement entered into between **You** and a third party and **You** will be responsible for the costs, bills and fees associated with the retention of the third party when their services are not covered under this **Policy**.

Use of Cyberscout services is at **Your** sole risk. The services are provided on an "as is" and "as available" basis. Cyberscout expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, noninfringement, title and fitness for a particular purpose.

Cyberscout makes no warranty that (i) past identity fraud will be resolved, in whole or in part, (ii) future identity fraud will be prevented, (iii) the services will meet **Your** requirements (iv) the services will be uninterrupted, timely, secure, or error-free, (v) the results that may be obtained from the use of the services will be accurate or reliable, or (vi) the quality of any products, services, information, or other material purchased or obtained by **You** through the services or via Cyberscout will meet **Your** expectations.

In no event shall Cyberscout be liable for any direct damages or any punitive, consequential, incidental, special, or indirect damages, whether or not the parties have been advised of the possibility of such damages, in any action arising from or related to this agreement or from data losses, whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, goodwill, or revenue. These limitations will apply notwithstanding the failure of any essential purpose of any limited remedy.

Exclusions

Your Cyber Protection Cover shall not cover:

- theft of any virtual currency or cryptocurrencies (such as Bitcoin) or any other electronic currency not authorised by a sovereign government as part of its currency;
- losses as a result of a payment or transfer of **Your** personal **Account Funds** by **You**, **Your Family Member**, or **Your** employee who is authorised to access the **Account Funds**;
- credit card charges or loans obtained in **Your** or a **Family Member's** name; or
- losses as a result of a **Cyber Attack** on the Financial Institution(s) where **You** or a **Family Member** maintain funds of any kind, where the **Cyber Attack** is directed at all or part of the Financial Institution as a whole and not directed at **Your** or **Your Family Member's** personal **Account Funds**, even if **Your** or **Your Family Member's** personal **Account Funds** are compromised as a result;
- any claims in relation to publicly available information that is lawfully made available to the general public;
- legal fees to retain legal counsel to advise on bringing a legal action related to the **Cyber Breach of Personal Information Occurrence**;
- **Cyber bullying Occurrence** if **You** or **Your Family Members** are awarded any damages for bodily injury, personal injury, libel or slander; and
- any injury arising out of business pursuits, volunteer activities, or promotion and or supply of information where **You** or a **Family Member** are deemed an authority.

Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of **Your Policy**.

Duties after a loss

- In the case of a **Cyber Breach of Personal Information Occurrence**, **You** or a **Family Member** shall notify **Us** on 1800 242 702 (or +353 1472 2098 if calling from outside Ireland) and the applicable law enforcement agency as soon as possible but not later than 30 days after **You** or a **Family Member** first discovers or learns about such **Occurrence**.
- In the case of a **Cyber Financial Loss Occurrence**, **You** or a **Family Member** shall notify **Us** on 1800 242 702 (or +353 1472 2098 if calling from outside Ireland), the applicable law enforcement agency, and **Your Financial Institution** as soon as possible but not later than 30 days after **You** or a **Family Member** first discovers or learns about a **Cyber Financial Loss Occurrence**.
- In the case of a **Cyber Extortion Occurrence** only, **You** must notify **Us** on 1800 242 702 (or +353 1472 2098 if calling from outside Ireland) as soon as possible, but no later than 72 hours after **You** or a **Family Member** discovers the **Cyber Extortion Occurrence**.

Annual Travel Cover

Annual Travel Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides insurance against losses relating to Personal accident, Overseas Medical Expenses and Emergency Repatriation Expenses, Delayed Personal Property and Cancellation and Curtailment expenses on a Journey to anywhere in the world unless stated otherwise in **Your Policy** or an exclusion applies.

Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised when used.

Bodily Injury means injury which is caused solely by Accidental means and which solely and independently of any other cause results directly in the Accidental death, Loss of Limb(s), Loss of Eye(s), Total Loss of Hearing, Total Loss of Speech or Permanent Total Disablement of **You** or a **Family Member** within 24 months from the date of the Accident. Bodily Injury does not include post traumatic stress disorder.

Accident means a sudden unforeseen and fortuitous identifiable event and the word Accidental shall be construed accordingly.

Loss of Limb(s) means:

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

Loss of Eye(s) means total, permanent and irrecoverable loss of sight in one or both eyes.

Total Loss of Hearing means total, permanent and irrecoverable loss of hearing in both ears.

Total Loss of Speech means total, permanent and irrecoverable loss of speech.

Permanent Total Disablement means that during the 24 months immediately following **Your** or a **Family Member's** Accident **You** or a **Family Member** are totally unable to work in any occupation for which **You** are suited by experience, education or training and at the end of that time there is no prospect of improvement.

Journey means a trip involving pre-booked flight or accommodation (of at least 2 nights duration if the trips is wholly within the Republic of Ireland) of up to 90 consecutive days where travel begins and ends in the Republic of Ireland. Cancellation cover commences when a Journey is booked, or from the commencement date and time stated in the **Policy Schedule**, whichever is later. It ends when **You** or a **Family Member** leave **Your** or a **Family Member's** normal place of Residence in the Republic of Ireland to commence a Journey or when the **Policy Period** ends, whichever is earlier. Cover under all other sections operates for a Journey that takes place during the **Policy Period** and includes travel directly to and from **You** or a **Family Member's** normal place of Residence in the Republic of Ireland provided the return to the normal place of Residence is completed within 24 hours of **You** or a **Family Member's** return to the Republic of Ireland or departure from pre-booked accommodation following a Journey within the Republic of Ireland.

Business Colleague means any person who works at **Your** or a **Family Member's** place of business and who if both **You** or a **Family Member** and that person were both away from work at the same time would prevent the business from running effectively.

Close Relative means **You** or a **Family Member's** spouse, partner, legal guardian, father, mother, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

Delayed Personal Property means Personal Property which is temporarily lost during a Journey and is outside **Your** or a **Family Member's** control for at least 12 hours.

Emergency Repatriation Expenses means the additional costs necessarily incurred by **Our** selected specialist partners in repatriating **You** or a **Family Member** to the most suitable Hospital or to **Your** or a **Family Member's** Residence in the Republic of Ireland.

Hospital means any establishment which is registered or licensed as a medical or surgical Hospital in the country in which it is located and where **You** or a **Family Member** is under the constant supervision of a Qualified Medical Practitioner.

In-Patient means **You** or a **Family Member** who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission into a Hospital is necessary for the medical care and treatment of an illness or Bodily Injury and not merely for any form of nursing convalescence rehabilitation rest or extended care.

Kidnap means the wrongful abduction and holding under duress, or by fraudulent means, of **You** or a **Family Member** by any person(s) or group making a ransom demand or series of ransom demands for the release of **You** or a **Family Member**.

Overseas Medical Expenses means reasonable costs necessarily incurred outside the Republic of Ireland for Hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

Personal Property means personal goods belonging to **You** or a **Family Member** which are taken on a Journey.

Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not **You** or a **Family Member** or a Close Relative.

Residence shall mean the place where **You** or a **Family Member** permanently resides.

Travelling Companion means people **You** or a **Family Member** are, or are intending to, travel with on a Journey.

Covers

Personal accident

In the event **You** or a **Family Member** suffers Bodily Injury during a Journey which results in:

- Accidental death;
- Loss of Limb(s);
- Loss of Eye(s);
- Total Loss of Hearing;
- Total Loss of Speech; or
- Permanent Total Disablement

We will pay **You** or a **Family Member** or, in the event of Accidental death, the estate, €63,500.

Overseas Medical Expenses and Emergency Repatriation Expenses

If **You** or a **Family Member** incurs Overseas Medical Expenses or Emergency Repatriation Expenses as a result of Bodily Injury, injury or illness during a Journey, **We** will indemnify **You** or a **Family Member** or **Our** selected specialist partners, as appropriate, up to €13,000,000 per insured person.

We do not cover any such expenses incurred after 12 months from the time of incurring the first expense. An **Excess** of €500 applies to each and every covered loss under the **Overseas Medical Expenses and Emergency Repatriation Expenses** coverage.

Delayed Personal Property

In the event of Delayed Personal Property **We** will pay up to €1,000 in total for reasonable expenses incurred by **You** or a **Family Member** in purchasing essential replacement clothing or toiletry articles.

Any such expense paid by **Us** will be deducted from the total amount paid under any Chubb Contents Cover should the Personal Property prove to be permanently lost.

Cancellation and Curtailment expenses

We will indemnify **You** or a **Family Member** up to €15,000 each in respect of irrecoverable costs for **Your** or a **Family Member's** unused travel and accommodation expenses, paid or contracted to be paid, in the event the original planned Journey is cancelled or curtailed as a result of:

- **You**, a **Family Member** or a **Travelling Companion** sustaining **Bodily Injury**, injury or illness;
- the death, injury or illness of **Your**, or a **Family Member's Close Relative** or **Business Colleague**;
- compulsory quarantine, jury service, subpoena, kidnapping or hijacking involving **You** or a **Family Member** or **Your** or a **Family Member's Close Relative** or **Business Colleague**;
- cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion;
- **Your** or a **Family Member's** presence being required at **Your** normal place of Residence in the Republic of Ireland following a covered loss under **Your** Chubb Masterpiece home

- insurance **Policy** or any other Chubb home Insurance **Policy** and **You** or a **Family Member's** presence is necessary to protect **Your** normal place of Residence in the Republic of Ireland from further loss or damage, or to assist with the settlement of the claim;
- **Your** normal place of Residence in the Republic of Ireland or planned and pre-booked temporary accommodation outside the Republic of Ireland for **You** or a **Family Member's** Journey being rendered uninhabitable due to fire, storm, flood, subsidence, or malicious damage;
 - inability to travel for at least 12 hours as a result of:
 - cancellation of scheduled public transport services due to adverse weather conditions where no alternative is available;
 - industrial action;
 - mechanical breakdown of public transport;
 - grounding of an aircraft due to a mechanical or structural defect;
 - the posting overseas or emergency and unavoidable requirements of duty of **You** or a **Family Member** in the armed forces, police, nursing or ambulance services;
 - the redundancy of **You** or a **Family Member**, notified after the date this **Policy** is effected and qualifying for payment under the Redundancy Payments Act;
 - the recommendation before or during a Journey of government officials of a country in which **You** or a **Family Member** is travelling or to which they have booked to travel that a particular group of individuals which include **You** or a **Family Member** should leave or not travel to that country or one of its regions for safety reasons;
 - before a Journey, the issuance by the Department of Foreign Affairs and Trade of a security status of 'Avoid non-essential travel' or 'Do not travel' to a country or one of its regions in which **You** or a **Family Member** are travelling or has pre-booked to travel to; or
 - the recommendation during a Journey by the Department of Foreign Affairs and Trade that **You** or a **Family Member** exit or consider exiting the country or one of its regions in which **You** or a **Family Member** is travelling due to their personal safety and security being at risk

An **Excess** of €500 applies to each and every covered loss under the **Cancellation and Curtailment expenses** coverage.

There is no **Excess** for the following covers unless stated otherwise.

Coma benefit

If **You** or a **Family Member** suffer Bodily Injury on a Journey which results in a continuous unconscious state, **We** agree to pay the unconscious person €180 for each full week of continuous unconsciousness, up to a maximum period of 104 weeks.

Disappearance

If **You** or a **Family Member** disappears and after a suitable period of time it is reasonable to believe that **You** or the **Family Member** have died as a result of Bodily Injury, **We** will pay the benefit available under the Personal accident cover, subject to a signed undertaking that if the belief is subsequently found to be incorrect the benefit will be refunded.

Exposure

Death or injury to **You** or a **Family Member** as a direct result of exposure to the elements shall be deemed to have been caused by Bodily Injury and the benefit under the Personal accident cover will be available for payment if the conditions of the cover are met.

Kidnap

If during the **Policy Period** **You** or a **Family Member** are the victim of a Kidnap on a Journey, this **Policy** will continue for such kidnapped person until such time as they have returned to their normal place of Residence in the Republic of Ireland or until a period of 12 months from the date of the Kidnap has expired, whichever shall first occur.

We will pay **You** or a **Family Member** who has been kidnapped €650 for each complete 24 hour period that **You** or a **Family Member** is forcibly or illegally detained as the result of a Kidnap, up to a maximum period of 50 days.

Hospitalisation expenses

For each full week that **You** or a **Family Member** are admitted to a Hospital as an In-Patient as a result of Bodily Injury on a Journey, **We** will pay the hospitalised person €50 per day, up to a maximum of €1,000 each **Policy Period**.

Continuation of medical expenses

If **You** or a **Family Member** are repatriated under the Overseas Medical Expenses and Emergency Repatriation Expenses cover, **We** will pay the costs of Hospital In-Patient medical charges incurred by the hospitalised person within the two months immediately following the date of repatriation, up to a maximum of €1,000.

Business expenses

We will pay **You** or a **Family Member** up to €1,000 for the cost of travel and accommodation expenses for **You** or a **Family Member** or a **Business** Colleague to complete essential business commitments that were unfinished as a direct result of **You** or a **Family Member** sustaining Bodily Injury or illness during a Journey.

Travel expenses

If **You** or a **Family Member** suffers Bodily Injury or illness during a Journey, **We** will pay for the reasonable additional costs necessarily incurred for one or more of the following, up to a maximum of €35,000:

- travel and accommodation expenses of any relative or friend who on the advice of a Qualified Medical Practitioner is required to travel or to remain with **You** or a **Family Member**, up to a maximum of two persons;
- funeral expenses incurred in the burial of **You** or a **Family Member** outside the Republic of Ireland;
- costs incurred in transporting the body or ashes of **You** or a **Family Member** and such person's personal property back to the Republic of Ireland;
- additional travel and accommodation expenses incurred by **You** or a **Family Member** in returning to the Republic of Ireland to attend the funeral of a Close Relative in the Republic of Ireland

We do not cover such expenses incurred after 12 months from the time of incurring the first expense. An **Excess** of €500 applies to each and every covered loss under the Travel expenses coverage.

Passport indemnity

If **You** or a **Family Member's** passport is lost, stolen or destroyed during a Journey, **We** will indemnify **You** or a **Family Member** for additional travel and accommodation expenses necessarily incurred in obtaining a replacement passport, visa or its temporary replacement, up to a maximum of €1,000.

Travel delay

If **You** or a **Family Member** is late arriving at **Your** intended destination due directly to the cancellation or delay of a pre-booked scheduled flight as a result of strike, breakdown or weather conditions, **We** will pay the delayed person the following amounts:

- more than 4 hours delay, €65;
- between 12 & 24 hours delay, €150; or
- in excess of 24 hours delay, €260

Missed departure

We will indemnify **You** or a **Family Member** up to €1,000 each for reasonable travel and accommodation expenses if **You** or a **Family Member** are unable to reach the original departure point on the outward or return part of a Journey as a result of the failure of public transport services or the breakdown of a vehicle in which **You** or a **Family Member** were travelling, provided that:

- **You** or a **Family Member** will have allowed adequate Journey time for arrival at the departure point at or before the recommended time;
- **You** or a **Family Member** will have obtained from an appropriate authority confirmation of the reason and duration of the delay; and
- in the event of vehicle breakdown, the vehicle was properly serviced and maintained before the breakdown

Disaster expenses

We will indemnify **You** or a **Family Member** up to €1,000 each for reasonable, irrecoverable travel and accommodation expenses if **You** or a **Family Member** are required to:

- transfer to alternative accommodation in order to continue a Journey outside the Republic of Ireland; or
- return to the Republic of Ireland if a Journey cannot be continued, in the event **You** or a **Family Member's** planned and pre-booked accommodation outside the Republic of Ireland has become uninhabitable due to fire, lightning, explosion, earthquake, storm, tempest, hurricane or flood, which has been confirmed in writing by the local or national emergency services

This cover will not be payable in addition to Cancellation and Curtailment expenses.

Golf fees

We will indemnify **You** or a **Family Member** up to €1,000 for the proportionate value of any pre-paid and non-refundable golf green fees, golf tuition fees or golf equipment hire organised

during or prior to commencement of a Journey which are necessarily unused due to:

- Accident or illness of **You** or a **Family Member**; or
- loss or theft of documentary evidence of **Your** or a **Family Member's** pre-paid golf green fees, golf tuition fees or golf equipment hire

Golf hire

We will indemnify **You** or a **Family Member** up to €1,000 for the necessary hire of golf equipment following:

- loss or breakage of golf equipment owned by **You** or a **Family Member** during transit on a Journey; or
- the misdirection during transit on a Journey of golf equipment owned by **You** or a **Family Member** resulting in being deprived of their use for a minimum of 12 hours

Winter sports

The covers Ski hire, Ski pack, Piste closure and Avalanche closure apply to a Journey which involves skiing or snowboarding:

Ski hire

We will indemnify **You** or a **Family Member** up to €1,000 for the necessary hire of skis or a snowboard following:

- loss or breakage of skis or a snowboard owned by **You** or a **Family Member** during transit on a Journey; or
- the misdirection during transit on a Journey of the skis or snowboard owned by **You** or a **Family Member** resulting in being deprived of their use for a minimum of six hours

Ski pack

We will indemnify **You** or a **Family Member** up to €1,000 for the proportionate value of any ski pass, hire or tuition fee necessarily unused due to:

- Accident or illness of **You** or a **Family Member**; or
- loss or theft of a ski pass

Piste closure

We will indemnify **You** or a **Family Member** up to €1,000 in the event of a lack of snow or excessive snowfall during the official ski season at the holiday resort where **You** or a **Family Member** are staying, and no alternative being available, and it is not possible to ski for a period in excess of 12 hours.

Avalanche closure

We will indemnify **You** or a **Family Member** up to €1,000 for additional travel and accommodation expenses as a direct result of avalanche in **Your** ski resort during the official ski season.

This benefit will not be payable in addition to Cancellation, curtailment and rearrangement expenses.

Exclusions

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**.

- 1** **We** do not cover any expenses arising from illness incurred if **You** or a **Family Member**:
are travelling against the advice of a Qualified Medical Practitioner;
are travelling for the purpose of obtaining medical treatment;
are travelling where a terminal prognosis has been given;
are awaiting diagnosis at the time of travel, or
are receiving ongoing hospital or specialist treatment at the time of travel.
have a condition which was diagnosed, treated or required hospital inpatient or outpatient treatment in the 12 months before your trip commences
- 2** This **Policy** does not cover and We will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof) and / or its outbreak. This exclusion applies to all sections of cover except for the Overseas Medical Expenses and Emergency Repatriation Expenses section provided You are not traveling in, to or through any area to which the Department of Foreign Affairs has allocated a security status of 'Avoid non-essential travel' or 'Do not travel'. To the extent that any term or condition in the **Policy** may be inconsistent with this exclusion, this exclusion shall prevail.
- 3** **We** do not cover Bodily Injury or any other loss or damage as a result of any of the following activities:
scuba diving to depths of more than 30 metres;
hang gliding or para-gliding;
parachuting;
parascending other than over water;
mountaineering or rock climbing normally requiring the use of guides or ropes;
pot-holing;
racing of any kind other than on foot or swimming;
bungee jumping; or
microlighting
- 4** **We** do not cover Bodily Injury or any other loss or damage to **You** or a **Family Member** while engaged in flying or other aerial activity, except as a passenger.
- 5** **We** do not cover Bodily Injury to **You** or a **Family Member** as a result of participating in any sport as a professional.
- 6** **We** do not cover Bodily Injury to **You** or a **Family Member** as a result of engaging in active service in any of the armed forces of any nation.
- 7** **We** do not cover dental or optical expenses unless incurred as the result of an emergency during a Journey.

- 8 *We* do not cover loss for Delayed Personal Property due to confiscation by customs or any other authority.
- 9 *We* do not cover Bodily Injury or Illness to **You** or a **Family Member** resulting from committing suicide, attempting to commit suicide or intentionally inflicting self harm.
- 10 *We* do not cover any Overseas Medical Expenses incurred for treatment that continued for a period of more than one month from the date the expense was first incurred which was not notified to and pre-approved by **Our** selected specialist partners.
- 11 *We* do not cover any Emergency Repatriation Expenses incurred without the prior approval of **Our** selected specialist partners.
- 12 *We* do not cover any Overseas Medical Expenses provided after **Our** selected specialist partners, based on the advice of a Qualified Medical Practitioner, has recommended the repatriation of **You** or a **Family Member** to the United Kingdom.
- 13 *We* do not cover Cancellation and Curtailment expenses where the conditions or circumstances leading to cancellation or curtailment of a Journey were in existence or reasonably foreseeable prior to the booking or commencement of the Journey.
- 14 *We* do not cover Bodily Injury, illness or any other loss or damage resulting from **You** or a **Family Member** being under the influence of drugs, except for drugs prescribed by a Qualified Medical Practitioner.
- 15 *We* do not cover any Bodily Injury or illness resulting from a person entering any country or region that the Department of Foreign Affairs and Trade has, prior to a person entering the country or region, stated 'Avoid non-essential travel' or 'Do not travel' in, to or through.
- 16 If a person remains in a country or region with a Department of Foreign Affairs and Trade security status of 'Avoid non-essential travel' or 'Do not travel' in, to or through more than 48 hours after the recommendation has been given, *We* do not cover any Bodily Injury or illness resulting from a person continuing to remain in that country or region.

Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of **Your Policy**.

- 1 Where an insured person is under 16 years of age at the time of accidental death the sum insured shown in the Personal accident cover for accidental death shall not exceed €7,500.
- 2 This insurance is excess of any other insurance.
- 3 **You** or a **Family Member** must inform **Our** selected specialist partners as soon as reasonably possible of any situation that may give rise to **You** or a **Family Member** requiring In-Patient treatment.
- 4 In the event of any circumstance, which could give rise to a claim, **You** or a **Family Member** must:
 - give notice to **Us** by the most expeditious means;
 - confirm the facts in writing as soon as possible, with as much information as is available to **You** or a **Family Member**;
 - provide **Us** or **Our** appointed representatives in a timely manner all information reasonably required, including all documentation and records necessary to establish and assess **Your** loss;
 - prove the loss to **Our** reasonable satisfaction;
 - immediately forward to **Us** or **Our** representatives any letter, writ or other document received in connection with any claim made under this **Policy**; and
 - assist **Us** and concur with all reasonable arrangements for medical and other advisers to examine **You** or a **Family Member** with respect to the claim
- 5 Before the renewal date following **You** or a **Family Member(s)** reaching the age of 75, **You** or the **Family Member(s)** must notify **Your** broker or **Us** to arrange continuation of **Your** or the **Family Member(s)** Annual Travel Cover. Failure to notify **Your** broker or **Us** may reduce any claim settlement or result in any loss not being covered under the Annual Travel Cover section of **Your Policy**.

We reserve the right to:

- take such steps as deemed necessary to prevent, mitigate or minimise a loss;
- pursue all rights or remedies available to **You** or a **Family Member** against anyone responsible for the loss, whether or not a covered loss has been paid; and
- require independent medical examinations of **You** or a **Family Member** involved in a loss

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Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.