



Hiscox 606 Home and Contents Insurance
Policy wording



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Introduction

I am delighted that you have chosen Hiscox to protect your personal assets.

We take our responsibility as the insurer of your house or contents extremely seriously. I hope for both our sakes that you do not have a loss, but if you do, I want you to feel that we are there with all our energy to make you whole again.

If you ever find any part of our service less than satisfactory, please do not hesitate to get in touch with me personally.

A handwritten signature in black ink that reads "Robert Hiscox". The signature is written in a cursive style with a large initial 'R'.

Robert Hiscox
Chairman

General terms

Please read this insurance document, together with any **endorsements** and the **schedule**, very carefully. If anything is not correct, please return it immediately.

We will provide this insurance in return for the premium **you** have paid.

Definitions

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

Act of terrorism

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

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

Amount insured

The most **we** will pay as shown in the **schedule**. Unless **we** say otherwise, the amount applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

Buildings

Any permanent structure used for domestic purposes within the grounds of **your home** including:

- **fixtures and fittings**;
- lifts;
- domestic fixed fuel tanks;
- swimming pools;
- underground service pipes and cables, sewers and drains;
- terraces, patios, hard tennis courts, driveways, footpaths;
- walls, gates, hedges and fences;
- radio and television aerials, satellite dishes, their fittings and masts;

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

We do not include within **buildings**:

1. any structure, or part of a structure, used for any business activity other than office work or **incidental farming** carried out by **you** or on **your** behalf;
2. any plant or tree, other than hedges*;
3. land or water.

* The cover for **your** garden in Section 1 - **Buildings** and **tenant's improvements** includes cover for plants and trees.

Contents

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

We do not include the following property within **contents**:

1. any item used for any business activity, other than office equipment used in the **home**;
2. vehicles licensed for road use, and their accessories;
3. any other motorised vehicles, and their accessories, other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs;
4. caravans;
5. trailers, other than trailers and non-motorised horseboxes up to 4.5 metres in length;
6. watercraft, other than rowing boats and dinghies up to 3.5 metres in length, including their accessories, and sailboards;

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7. aircraft;
8. **money** or **credit cards***;
9. electronic data, other than digital music, digital video and digital photographs;
10. any animal, plant or tree;
11. land or water.

* **Money** and **credit cards** are covered separately in Section 2 - **Contents, fine art and valuables**.

Credit cards	Credit, debit, charge, cheque, bank or cashpoint cards.
Endorsement	A change to the terms of the policy agreed by us in writing.
Excess	The amount for which you are responsible as the first part of each agreed claim.
Fees and extra expenses	<p>The reasonable and necessary fees and extra expenses involved in rebuilding or repairing the buildings following physical loss or physical damage. This means:</p> <ol style="list-style-type: none"> 1. fees to architects, surveyors and consulting engineers; 2. the cost of clearing the site and making the buildings safe; 3. the cost of doing anything required by any government or local authority, but only if: <ol style="list-style-type: none"> a. you received notice of the requirement after the damage happened, and; b. the buildings were originally built according to any government and local authority regulations in force at that time. <p>We do not include the cost of preparing a claim within fees and extra expenses.</p>
Fine art	<p>Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including:</p> <ul style="list-style-type: none"> • furniture; • paintings, drawings, etchings, prints and photographs; • tapestries and rugs; • manuscripts; • porcelain and sculpture; • stamps or coins forming part of a collection; • gold, silver, and gold- and silver-plated items; • clocks and barometers; <p>all of which belong to you or for which you are responsible.</p> <p>We do not include valuables within fine art (valuables are defined below).</p> <p>We do not cover fine art which is business property.</p>
Fixtures and fittings	<p>All items that are fixed to and form part of the structure of your home including:</p> <ul style="list-style-type: none"> • decorations including wall paper, murals and stencilling; • bathroom suites; • fitted kitchens; • flooring.
Home	The house or flat at the address shown in your schedule , including the greenhouses, outbuildings and garages used for domestic purposes at the same address.
Incidental farming	Farming, including livery (looking after horses), carried out by you on a part-time basis at the address shown in the schedule , as long as any people you employ for this purpose do not work more than 1,000 hours between them during the period of insurance .

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Money	Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.
Outdoor items	Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.
Period of insurance	The time for which this policy is in force as shown in the schedule .
Policy	This insurance document and the schedule , including any endorsements .
Protected structure	A structure included within a planning authority's Record of protected structures .
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Tenant's improvements	Improvements you have made to the fixtures and fittings (including decorations) and any radio and television aerials, satellite dishes and their fittings and masts that belong to you or for which you are legally responsible. This applies where you do not own or are not responsible for insuring the buildings .
Unoccupied	The home has not been lived in for 60 days in a row, or does not have enough furniture to be lived in normally.
Valuables	Jewellery, gemstones, watches, furs and guns, which belong to you or for which you are legally responsible.
We, us, our	The insurer named in the schedule .
You, your	The person named as the insured in the schedule and all permanent members of that person's household including domestic staff who live in the home .

General terms

General conditions	The following conditions apply to the whole of this policy . Any extra conditions are shown in the sections to which they apply.
Information	<p>In deciding to accept this insurance and in setting the terms, we have relied on the information you have given us (including the information in any proposal or declaration form). You must make sure that all information is accurate and that you have not withheld any facts that might have influenced our decision. If you are in any doubt, you should speak to us or your insurance agent.</p> <p>You must tell us about any change in circumstances which occurs before or during the period of insurance and which may affect this insurance. We may then amend the terms of this policy. If you are in any doubt, you should speak to us or your insurance agent.</p>
Non-disclosure, misrepresentation and false claims	If you have not told us about or have misrepresented any facts or circumstances which might affect our decision to provide insurance or the terms of that insurance, or you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.
Unoccupied home	You must tell us if your home is, or is likely to be, unoccupied . We may then amend the terms of this policy .
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. If you do not, we will not have to pay any claim caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Premium payment	We will not make any payment under this policy unless you have paid the premium.
Correct amounts insured	<p>When accepting this insurance, we expect that the amounts insured will represent the full value of the property insured.</p> <ol style="list-style-type: none"> 1. For buildings, the full value is the estimated cost of rebuilding if the buildings were destroyed (this is not the same as the market value), not including fees and extra expenses. We allow 25% of the cost of repairs for fees and extra expenses. 2. For tenant's improvements, the full value is the cost to repair or replace as new. 3. For contents, the full value is the current cost as new. 4. For fine art and valuables that are not listed individually in a specification, the full value is the replacement cost or current market value, whichever is the greater. <p>Indexation: We will adjust the amount insured for buildings and contents each month according to an appropriate index. We will not increase your premium for this during the period of insurance. However you should check your amounts insured when you renew your policy, to make sure that they reflect the full value of the buildings and contents.</p>
Reasonable care	<p>You must take reasonable steps:</p> <ol style="list-style-type: none"> 1. to protect the property insured under this policy and to keep it in good condition and repair; 2. to prevent accident or injury. <p>If you do not, we will not have to pay any related claim.</p>

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Cancellation	<p>You may cancel this policy up to 14 days from the start of the contract (plus postage time) and receive a full premium refund.</p> <p>You may cancel this policy at any time by writing to us. If you have not made a claim, we will return any premium you have paid for any period of insurance left.</p> <p>We may cancel this policy by sending you 30 days' notice by recorded post to your correspondence address shown in the schedule. We will return any premium you have paid for any period of insurance left.</p> <p>However, we will not return any premium if the amount is less than the minimum refund shown in the schedule.</p> <p>If you pay the premium by installments and an installment remains unpaid after 14 days, we may cancel this policy from the date the last installment was due.</p>
Joint insureds	<p>The most we will pay is the relevant amount insured.</p> <p>If there is more than one of you, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p>
Choice of law and arbitration	<p>This insurance, including its construction, application and validity, is governed by the laws of the Republic of Ireland. Any dispute arising out of or relating to this insurance, including over its construction and validity, will be referred to a single arbitrator in Dublin in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.</p>
What to do when a loss occurs	<p>The following claims conditions apply to the whole of this policy except Section 5 - Family legal protection. What to do when you have a claim under Section 5 is set out in that section.</p> <p>You should refer to the relevant cover section for details of how your claim will be settled.</p>
How to make a claim	<p>You must tell us or your insurance agent as soon as possible about any incident which you may need to claim for under this policy. If you do not, we will not have to pay your claim. If you think a crime has been committed, you must also tell the police and obtain a claim reference number from them.</p> <p>You must prove the loss or damage has happened and give us all the cooperation we need.</p>
Temporary emergency repairs	<p>If temporary repairs are needed urgently to prevent further damage, you should arrange for them to be done immediately. Keep the bills because they may form part of your claim.</p> <p>Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Injury to someone or damage to their property	<p>If someone is holding you responsible for injury or damage, you must immediately send to us or your insurance agent every letter of claim, claim form or correspondence you receive. You must not admit liability or make an offer or promise of payment without our written permission, otherwise we will not have to pay your claim.</p> <p>We may take over and deal with, in your name, the defence or settlement of any claim.</p>
Recovering a loss payment	<p>We may pursue, in your name but at our expense, recovery of amounts we may become liable to pay under this policy. You must give us all the assistance we may reasonably require to do this.</p>

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Our claims promise

We pride ourselves on offering a service that is fast, efficient and helpful. If **we** do not pay **your** claim within four working days after receiving **your** acceptance form, **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up to date and the agreed claim is more than €3,750.

We can only keep this promise if **your** bank is in the Republic of Ireland and if **you** give **us your** bank details at the time **you** sign the acceptance form. **We** can then transfer the **money** into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

General exclusions

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

This insurance does not cover the following:

1. Loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.
2. Loss, damage, costs or expenses arising directly or indirectly from:
 - a. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or
 - b. any failure in the supply of gas, water, electricity or telephone service to **your home**,
and caused by or resulting from an **act of terrorism**.
3. **Your** liability arising out of transmission of a computer virus.
4. Loss or distortion of information resulting from computer error or malfunction or computer virus.
5. Loss of, or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
6. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
7. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
8. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
9. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any **excess** above the amount that would be covered under the other insurance.

Section 1 - Buildings and tenants improvements

Please read **your schedule** to see if the **buildings** or **tenant's improvements** are covered. The General terms all apply to this section.

What is covered	We will insure the buildings or tenant's improvements up to the amount insured against physical loss or physical damage which happens during the period of insurance provided that such loss or damage is not excluded under either this section or the General exclusions.
How much we will pay	You should refer to the claims conditions to see what you need to do if the buildings or tenant's improvements are damaged.
Buildings	<p>We will pay the cost of rebuilding or repairing the damaged building. We will normally expect you to carry out repairs, but if you and we agree that it is not reasonable to do this, we will pay you an amount which we both consider fair. The most we will pay is the amount insured.</p> <p>We will also pay any fees and extra expenses up to an amount equal to 25% of the insured cost of repairs to the buildings.</p> <p>Extended replacement - this does not apply to protected structures.</p> <p>If you have had a buildings valuation carried out on your home by one of our approved valuers within the last five years, the buildings are insured on an extended replacement basis (unless the buildings or any part of the buildings are protected structures). This means that we will pay the full cost of rebuilding or repairing any damage, even if it is more than the amount insured. We will only do this if you tell us about any additions, alterations or improvements you have made to the buildings since the valuation was carried out and you amend the amount insured to reflect the work.</p>
Tenant's improvements	We will at our option repair or replace the damaged parts.
Other cover and applicable limits	A. The following covers apply automatically if the buildings are covered under this section.
Selling your home	If you are selling the buildings covered under this section, we will cover the buildings for the buyer from the time you exchange contracts to the time the sale is complete, but only within the period of insurance . However, we will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance. No further 'Other cover' applies.
Buying a new home	If we already insure the buildings of your main residence and you are buying a new main residence within the Republic of Ireland during the period of insurance , we will automatically cover the buildings at the new address while you are arranging insurance for them. This cover only applies to physical loss or physical damage caused by fire, up to the amount insured for the buildings of your existing main residence. The cover is in force from the time you exchange contracts until your new insurance starts or the purchase is complete but for no longer than 60 days. However, we will only do this if the buildings at the new address are not insured by the vendor, and provided they are in a good state of repair.

Section 1 - Buildings and tenants improvements

B. The following covers apply automatically if **we** already insure the **buildings** at the address where the loss or damage occurs. They do not apply in respect of premises insured under the 'Buying a new **home**' cover.

Finding a leak

We will pay the costs incurred to find the point of escape of:

- a. a domestic heating fuel leak within **your home**, or a water leak from **your** permanent internal plumbing or heating system, which is likely to cause insured damage to the **buildings, contents or fine art**;
- b. a water leak from the underground service pipes for which **you** are legally responsible outside the **home** but at the address shown in the **schedule**.

The leak must happen during the **period of insurance**. The most **we** will pay is the **amount insured** for the **buildings**, but not more than €15,000 for a water leak outside the **home**.

Alternative accommodation

We will cover **your** reasonable and necessary costs for alternative accommodation while **your home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. This includes accommodation for **your** domestic pets and horses. **We** will not pay for alternative accommodation for more than three years.

Rent owed to **you**

We will pay for rent which **you** cannot recover as landlord while **your home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. **We** will not pay rent for more than three years.

Carpets, curtains and appliances

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

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not deduct any amount for wear and tear unless the item is more than five years old. The most **we** will pay in total for each incident of loss is €7,500.

Garden

We will pay to restore **your** garden if it is damaged by fire, lightning, collision or impact, theft or vandalism during the **period of insurance**. **We** will not pay more than €750 to remove or replace any one tree, shrub or plant. The most **we** will pay in total during the **period of insurance** is €7,500, unless a higher amount is shown in the **schedule**.

Fire Brigade charges

We will pay up to €10,000 in total during the **period of insurance** in respect of charges levied by The Fire Authority in controlling or extinguishing a fire at **your home** in circumstances which have given rise to or, but for the action of The Fire Authority, would have given rise to damage insured under this **policy**.

Section 1 - Buildings and tenants improvements

What is not covered

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

We do not cover the following:

1. Loss or damage caused by:
 - a. wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by frost damage to or water leaking from fixed water tanks, apparatus and pipes;
 - c. chewing, scratching, tearing, denting or fouling by **your** pets;
 - d. demolition, alteration, repair, or any similar work on the **buildings**;
 - e. pollution or contamination; or
 - f. anything which happens gradually, including smoke and rising damp.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by storm or flood to gates, hedges or fences.
6. Loss or damage caused by water leaking from:
 - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
 - b. swimming pools.
7. Loss or damage caused by subsidence, ground heave or landslip:
 - a. to domestic tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time; or
 - b. to solid floors unless the load bearing walls are physically damaged at the same time.
8. Loss or damage caused by coastal or river erosion.
9. Loss or damage while the **home** does not have enough furniture to be lived in normally, unless the damage is caused by fire, lightning or explosion.
10. The amount of the **excess**.

Section 2 - Contents, fine art and valuables

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

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

The General terms all apply to this section.

What is covered	We will insure the contents , fine art and valuables up to the amount insured against physical loss or physical damage which happens anywhere in the world during the period of insurance provided that such loss or damage is not excluded under this section or the General exclusions.
How much we will pay	You should refer to the claims conditions to see what you need to do if the contents , fine art or valuables are lost or damaged.
Contents	<p>We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. We will not deduct any amount for wear and tear.</p> <p>Specific limits</p> <p>The following amounts are part of the total amount insured for contents. The most we will pay for:</p> <ul style="list-style-type: none"> • valuables, gold, silver, and gold- and silver-plated items is €7,500 in total for each incident of loss; • outdoor items is €7,500 in total for each incident of loss, unless a higher amount is shown in the schedule; • rowing boats, dinghies and sailboards is €7,500 in total for each incident of loss; • trailers and non-motorised horseboxes is €7,500 in total for each incident of loss; • quad bikes, motorbikes and golf buggies is €11,250 in total for each incident of loss; • digital music, digital video and digital photographs is €3,750 in total for each incident of loss.
Fine art and valuables	<p>Items, pairs and sets worth more than €22,500 each for fine art and more than €7,500 each for valuables must be specified individually.</p> <p>If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment we make will take account of the increased value.</p> <ol style="list-style-type: none"> 1. For specified items individually listed in a specification held by us or your insurance agent: <ul style="list-style-type: none"> For fine art, if the item is partly damaged, you may decide whether we repair, replace or pay the value of the damaged item; For valuables, if the item is partly damaged, we will decide whether we repair, replace or pay the value of the damaged item; <p>If we repair a damaged item, we will also pay for any loss in value. The most we will pay in total is the value shown for that item in the specification;</p> <p>If the item is lost or destroyed, we will pay the value shown for that item in the specification.</p>

Section 2 - Contents, fine art and valuables

2. For unspecified items not individually listed in a specification but included within the **amount insured** for **fine art** or **valuables**:

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

The most **we** will pay for any one item, pair or set is €22,500 for **fine art** and €7,500 for **valuables**;

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

Full payment

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

Recovered property

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

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

whichever is less.

Other cover and applicable limits

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

New possessions

We will allow an increase in the amounts insured for **contents**, **fine art** and **valuables** of up to 25% for each category to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each insured location.

Any items that are only intended to be in **your** possession for a short time, such as presents for other people, are covered automatically for up to 60 days for not more than 25% of the **amount insured** for **contents**.

Death of the artist

We will automatically increase the insured value of any item listed in the specification for fine art by up to 100% if the artist dies during the **period of insurance**. **We** will only do this for the six months immediately following the death of that artist and provided **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. **You** must be able to prove the increased value if **you** make a claim for that item. The most **we** will pay under this extension is an extra €150,000 in total during the **period of insurance**.

If **you** are unable to provide a professional valuation or purchase receipt and proof of increased value then this extension will not apply.

Section 2 - Contents, fine art and valuables

Defective title	<p>If, during the period of insurance, someone claims that an item of specified fine art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the specification if this is less. We will only do this if:</p> <ol style="list-style-type: none"> a. you bought the item during the period that the fine art has been insured with us; b. you tell us about the claim during the period of insurance; and c. you made reasonable enquiries about the item's provenance before you bought it. <p>The most we will pay under this extension for the period of insurance is 10% of the total amount insured for fine art, but in any case not more than €37,500.</p> <p>This extension does not apply to any items you inherited or that were given to you.</p>
Marquees	<p>We will insure a marquee that you hire temporarily while it is at the premises shown in the schedule against physical loss and physical damage occurring during the period of insurance, provided it is not insured elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.</p> <p>The most we will pay in total for each incident of loss is €15,000.</p>
Personal property of visitors and domestic staff	<p>We will insure the personal property belonging to your visitors and domestic staff who do not live in the home against physical loss and physical damage occurring in the home during the period of insurance. The most we will pay is the amount insured for contents or any relevant specific limit.</p> <p style="background-color: #f0f0f0; padding: 5px;">This cover does not apply to jewellery, watches, money or credit cards.</p>
Money and credit cards	<p>Your money and credit cards are insured against physical loss or physical damage occurring anywhere in the world during the period of insurance.</p> <p>We will pay any amounts which you legally have to pay if your credit cards have been used without your permission after they have been lost or stolen, provided you follow all the terms under which the credit cards were issued.</p> <p>The most we will pay for credit cards, including unauthorised use, in total for each time your credit cards are lost or stolen is €45,000.</p> <p>The most we will pay for money in total for each incident of loss is €7,500.</p>
Personal documents and computer data	<p>We will pay up to the amount insured for contents for the costs involved in:</p> <ol style="list-style-type: none"> a. replacing or reconstituting personal documents or title deeds, b. retrieving your personal electronic data from your computers, <p>as a result of damage covered under this section.</p>
Domestic heating fuel and metered water	<p>We will pay up to the amount insured for contents for any accidental loss of:</p> <ol style="list-style-type: none"> a. domestic heating fuel from your fixed heating fuel tank, b. metered water, <p>occurring during the period of insurance.</p> <p style="background-color: #f0f0f0; padding: 5px;">We will not pay for loss of metered gas.</p>
Replacement locks	<p>If you lose the keys to external doors, windows, safes and alarms of your home during the period of insurance, we will pay the cost of changing the locks up to the amount insured for contents.</p>
Rent owed to you	<p>We will pay for rent which you cannot recover as landlord while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay rent for more than three years.</p>

Section 2 - Contents, fine art and valuables

Rent you owe	<p>We will pay for rent which you have to pay as a tenant while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay rent for more than three years. We will not pay this benefit if we pay you for alternative accommodation as a result of the same loss.</p>
Alternative accommodation	<p>We will cover your reasonable and necessary costs for alternative accommodation while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. This includes accommodation for your domestic pets and horses. We will not pay for alternative accommodation for more than three years.</p>
Acquired disability	<p>We will pay up to €37,500 towards the cost of reasonable and necessary alterations to the home to enable you to live there unassisted if you have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the period of insurance.</p> <p>We will only do this if:</p> <ol style="list-style-type: none">we agree to the alterations and our contribution towards them before the alterations are carried out; andyou allow a medical adviser chosen by us to examine you and to see all medical records, if we consider it necessary. <p>For the purpose of this extension:</p> <ol style="list-style-type: none">the definition of 'you' does not include domestic staff who live in the home;permanently physically disabled means:<ol style="list-style-type: none">that you have permanently lost all use of a complete arm, hand, foot or leg; orthat you are registered blind.
Fatal injury	<p>If you suffer a physical injury as a result of fire or violence by burglars in your home during the period of insurance and you die from the injury within 12 months, we will pay a benefit of €75,000 for each adult who dies (or €7,500 for anyone under the age of 16).</p> <p>For the purpose of this extension, the definition of 'you' does not include domestic staff who live in the home.</p>
Identity fraud	<p>We will cover you for the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud.</p> <ol style="list-style-type: none">Solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness your signature.The cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies.Fees charged when you re-apply for a loan that was originally rejected.Your lost earnings because you have to take time off work to talk to the police, financial institutions or credit agencies. <p>The most we will pay is €18,750 for any one identity fraud.</p> <p>We do not cover any identity fraud connected with your business, profession or occupation.</p> <p>For the purpose of this extension, 'identity fraud' means someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.</p> <p>An act, or a series of acts, against one of you by one person or group of people is considered to be one identity fraud.</p>

Section 2 - Contents, fine art and valuables

What is not covered

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

We do not cover the following:

1. Loss or damage caused by:
 - a. wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by water leaking from fixed water tanks, apparatus and pipes damaged by frost;
 - c. chewing, scratching, tearing, denting or fouling by **your** pets;
 - d. cleaning, repair, renovation, restoration, or any similar process, to **fine art**;
 - e. pollution or contamination; or
 - f. anything which happens gradually, including smoke and rising damp.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by water leaking from:
 - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
 - b. swimming pools.
6. Loss or damage caused by coastal or river erosion.
7. Quad bikes, motorbikes or golf buggies while they are being used.
8. Rowing boats, dinghies or sailboards while they are being raced.
9. Loss of or damage to an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported.
10. Any property belonging to visitors and domestic staff that is insured elsewhere.
11. Loss caused by **you** not receiving goods or services **you** have paid for through any internet website.
12. The amount of the **excess** (but this exclusion does not apply to the cover for replacement locks).

Section 3 - Your liabilities

If the **buildings** are covered under Section 1 of this **policy**, **you** are automatically insured for **your** liability as owner of the relevant **home**.

If the **contents** are covered under Section 2 of this **policy**, **you** are automatically insured for the following:

- a. **your** liability to the domestic employees **you** employ to work for **you** in the Republic of Ireland, including temporary trips abroad from the Republic of Ireland;
- b. **your** liability as occupier of the **home**;
- c. **your** personal liability.

The General terms all apply to this section.

You should refer to the claims conditions to see what **you** need to do in the event of an accident which could lead to a claim against **you**.

1. Your liability to your employees

What is covered

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

For the purpose of this part of this section only, **your** domestic employees will include people **you** employ for **incidental farming** work, provided these people do not work more than 1,000 hours between them during the **period of insurance**.

What is not covered

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

We do not cover the following:

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

Section 3 - Your liabilities

2. Your liability to other people

What is covered

a. Your liability as owner or occupier of the home

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

b. Your personal liability

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

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

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

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

Other cover and applicable limits

Newly acquired land

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

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

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

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

Court awards **you** cannot recover

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

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

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

Section 3 - Your liabilities

What is not covered

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

We do not cover the following:

1. **Your** liability for injury to **you** or for injury to **your** employees arising from their work for **you** (**your** liability to employees may be covered under the '**Your** liability to **your** employees' section).
2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than damage to property for which **you** as tenant are legally liable to the owner.
3. **Your** liability arising out of:
 - a. owning, occupying, possessing or using any land or building not at the address shown in the **schedule**, other than any land covered under the Newly acquired land extension;
 - b. any business, profession or occupation, or any activity being carried out on **your** land or in **your home** from which **you** derive a revenue, other than incidental farming;
 - c. passing on any infectious disease or any virus, syndrome or illness;
 - d. any aircraft;
 - e. jet skis, wet bikes, surf jets or any watercraft other than rowing boats and dinghies under 3.5m and sailboards;
 - f. any motorised vehicle, other than quad bikes, motorbikes under 51 cc, golf buggies, domestic gardening equipment and wheelchairs;
 - g. any quad bike, motorbike under 51cc, golf buggy, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
 - h. any animal other than **incidental farming** livestock or a horse or domestic pet, provided such pet is not a dog treated as 'dangerous' under the Control of Dogs Act 1986; or
 - i. any contract, unless **you** would have been liable by law if the contract had not existed.
4. **Your** liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident which happened in the Republic of Ireland during the **period of insurance** and:
 - a. **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
 - b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

The most **we** will pay in total for all such claims covered in the **period of insurance** is €7,500,000, including costs and expenses.
5. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
6. Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third party for a fee.
7. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

Section 4 - Travel

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

The General terms all apply to this section. However **we** have changed the definition of **you** and added some extra definitions and conditions for this section.

Extra definitions

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the period of insurance .
Hi-jack	The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which you are travelling.
Insured trip	<p>Any holiday or business trip which starts and ends during the period of insurance and is expected to last for no longer than 90 days or 30 days for a winter sports trip. The trip starts at the time you leave your home in the Republic of Ireland and ends at the time you arrive back at your home in the Republic of Ireland.</p> <p>Trips to the United States of America or Canada are only covered for up to 90 days in total during the period of insurance.</p> <p>We will cover you for any trip that begins during the period of insurance and continues into the next period, but only if you have renewed this insurance with us.</p> <p>If you cannot finish your insured trip within 90 days, or 30 days for a winter sports trip, because of circumstances beyond your control, we will continue to provide cover for up to an extra 30 days and no extra premium will be due.</p> <p>If you are involved in a hi-jack or kidnap during an insured trip, we will continue to provide cover while you are being held, for up to an extra 12 months. No extra premium will be charged for this.</p>
Kidnap	The illegal actual taking and holding captive of you .
Loss of eye	Permanent and total loss of sight in an eye.
Loss of limb	Permanent and total loss of use of a complete arm, hand, foot or leg.
Permanent total disablement	<p>Disablement which totally prevents you from working in your usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.</p> <p>If you do not have a full-time occupation, disablement which lasts continuously for 12 calendar months and is of such severity that it is improbable that you will ever be able to have gainful employment (other than employment specifically reserved for the disabled).</p>
You, your	For this section, you means only those people named in the schedule for travel cover.

Section 4 - Travel

Extra conditions

Visits to high risk areas	<p>You are not covered under this section while visiting countries or areas against the recommendation or advice of the Department of Foreign Affairs or the Department of Health and Children unless we give our prior written permission. If we agree to this extra cover, revised terms and conditions and an additional premium will apply.</p> <p>Department of Foreign Affairs website: www.foreignaffairs.gov.ie Department of Health and Children website: www.dohc.ie</p>
Injury or illness overseas	<p>If injury or illness overseas results in the need for in-patient hospital treatment overseas or the possible need for emergency travel or repatriation you or someone on your behalf must call HISCOX ASSISTANCE on the number shown in your schedule as soon as possible. If not, we will not have to pay the claim.</p> <p>If you have to pay any medical expenses outside the Republic of Ireland, you must keep the original receipts and bills to support any request for payment under this section.</p> <p>If we consider it necessary, you must allow a medical adviser chosen by us to examine you and to see all medical records.</p> <p>We will not pay any personal accident benefit unless you see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any medical advice you are given.</p>
What is covered and how much we will pay	<p>We will pay up to the relevant amount insured for the following for each insured person and each insured trip.</p>
1. Medical, emergency travel and repatriation expenses	<p>If you are injured or become ill during an insured trip, we will reimburse you up to the amount insured for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.</p>
Medical expenses	<p>The costs incurred outside the Republic of Ireland for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges. This includes dental expenses incurred in an emergency for immediate pain relief.</p> <p>We will not cover any costs incurred more than 12 months after the date you were injured or first became ill.</p>
Emergency travel expenses	<p>The extra travel and accommodation expenses incurred by you and up to two people who need to travel to you, remain with you or escort you home to the Republic of Ireland if the qualified medical practitioner treating you says this is necessary.</p>
Repatriation expenses	<p>The cost of sending you back to the Republic of Ireland by the most suitable transport if our medical adviser in consultation with the qualified medical practitioner treating you agrees that this is necessary.</p> <p>We will not pay for you to be sent back more than 12 months after the date you were injured or first became ill.</p>
Hospital in-patient benefit	<p>We will pay the amount shown in the schedule for each complete 24 hour period you have to spend as a hospital in-patient outside the Republic of Ireland up to the amount insured. This is in addition to any amount paid for medical, emergency travel and repatriation expenses.</p>
Funeral expenses	<p>If you die during the insured trip, we will pay up to the amount insured shown in the schedule for funeral expenses abroad or the cost of transporting your remains back to the Republic of Ireland. This is in addition to any amount paid for medical and emergency travel expenses.</p>

Section 4 - Travel

2. Cancellation, curtailment, missed travel arrangements, and travel delay

Cancellation and curtailment

We cover bookings for holiday or business trips **you** make during the **period of insurance** and holiday or business trips already booked at the start of the **period of insurance**. All cover ends at the expiry date of the **period of insurance** if **you** do not renew this section with **us**.

We will indemnify **you** up to the **amount insured** for:

- a. amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused travel, accommodation and pre-booked excursions, and
- b. the reasonable extra travel and accommodation expenses for **you** to return **home**, if a pre-arranged **insured trip** is cancelled or cut short for one of the following reasons:
 - a. **your** death, accidental injury or illness;
 - b. the death, accidental injury or illness of **your** travelling companion or **your** (or **your** travelling companion's) spouse or partner, close relative, fiancée or fiancé, business partner or someone **you** or **your** travelling companion are planning to stay with or conduct business with during the **insured trip**;
 - c. **you**, **your** travelling companion or someone **you** are planning to stay with or conduct business with during the **insured trip** being:
 - i. put in quarantine;
 - ii. called for jury service or as a court witness;
 - iii. made redundant, as long as the redundancy qualifies for payment under current law
 - iv. required to be in the Republic of Ireland following a burglary at or major damage to their **home**;
 - d. major damage to **your** pre-booked accommodation making it impossible for **you** to stay there;
 - e. a **hi-jack** which prevents **you** from continuing the **insured trip**;
 - f. the cancellation or delayed departure for 24 hours or more of the scheduled transport on which **you** are booked to travel because of a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche, accident, mechanical breakdown or bad weather;
 - g. **you** missing the scheduled public transport on which **you** are booked to travel on **your** outward journey because **you** are unable to leave **your home** in the Republic of Ireland for 24 hours or more due to snow, flood, earthquake or landslip.

Missed travel arrangements

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

- a. **you** are prevented from reaching its departure point by a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche or bad weather; or
- b. the transport in which **you** are travelling to the departure point is involved in an accident or breaks down or because a fellow passenger or crew member is injured or taken ill.

Travel delay

If the scheduled public transport on which **you** are booked to travel at either the start or the end of an **insured trip** has been delayed for more than 8 hours because of a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche, bad weather, accident or breakdown, **we** will pay the amount shown in the **schedule** for the period of delay up to the **amount insured**.

Section 4 - Travel

- 3. Temporary loss of baggage** If **your** baggage is temporarily lost for more than 8 hours on **your** outward journey **we** will pay up to the **amount insured** towards the cost of buying or hiring essential and reasonable replacement items.
- 4. Travel documents** If **you** lose or accidentally damage **your** essential travel documents during an **insured trip**, **we** will pay the cost of replacing them and indemnify **you** for the reasonable and necessary travel and accommodation expenses **you** incur in doing so.
The most **we** will pay in total is the **amount insured**.
- 5. Hi-jack and kidnap** **We** will pay the amount shown in the **schedule** for each complete day that **you** are detained as the result of a **hi-jack** or **kidnap** which starts during an **insured trip**, up to the amount insured.
- 6. Winter sports** If **you** are on a winter sports holiday, **we** will cover the following. The most **we** will pay in total for ski hire, ski package and piste closure combined is the **amount insured**.
- Ski hire **We** will pay the reasonable cost of hiring replacement equipment up to the amount shown in the **schedule** if **your** skis, snowboard, poles or boots are damaged, stolen or temporarily lost for more than eight hours during the **insured trip**.
- Ski package If **you** are unable to ski or snowboard due to illness or an accident during an **insured trip** and **you** have made a claim for medical expenses under this section for that illness or accident, **we** will pay up to the amount shown in the **schedule** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused ski pass, equipment hire or tuition.
- Piste closure **We** will pay up to the amount shown in the **schedule** for the reasonable extra travel expenses that **you** have to pay in order to reach the nearest alternative skiing site if all the winter sports facilities at **your** pre-booked resort are closed during an **insured trip** and no alternative site is available within **your** ski pass area.
- 7. Personal accident** **We** will pay **you** the benefit shown in the **schedule** if **you** suffer **accidental bodily injury** during an **insured trip** which results in **your** death, **loss of limb**, **loss of eye** or **permanent total disablement** within 12 calendar months of the date of the accident. For **permanent total disablement**, **we** will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.
The most **we** will pay in all in respect of one **accidental bodily injury** is the amount of the benefit shown in the **schedule**.
- 8. Legal expenses** **We** will pay up to €37,500 in all for legal expenses **you** or **your** family have to pay to make a claim for damages against anyone who has caused **you** injury, illness or death during an **insured trip** outside the Republic of Ireland.
We will handle any negotiations or legal proceedings and will appoint a solicitor or adjuster on **your** behalf. **You** agree to co-operate with **us** and give **us** any information and assistance **we** require.

Section 4 - Travel

What is not covered

The following extra exclusions also apply.

All parts of this section

We will not make any payment for:

1. the **excess** shown in the **schedule**.
2. any trip within the Republic of Ireland unless **you** have pre-booked accommodation or travel and the trip is for a minimum of two nights.
3. any trip if at the time of booking **you**:
 - a. are suffering or recovering from a serious injury or illness;
 - b. have been advised not to travel for medical reasons.
4. any trip that:
 - a. is for the purpose of having medical or surgical treatment;
 - b. is booked or made by anyone who is under 16 years old at the start of the trip unless he or she is on an organised school trip or is to be accompanied for the whole trip by an adult;
 - c. is booked or made by anyone who is 71 years old or over at the start of the **period of insurance**.
5. cancellation of any trip which is booked more than 12 months before its planned start date.
6. cancellation or curtailment of any trip because of a medical condition, unless **you** provide a doctor's certificate to support **your** claim.
7. any claim:
 - a. for medical expenses arising out of a medical condition which **you** knew about at the time the **insured trip** was booked or begins, unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months and **you** have not been advised not to travel;
 - b. arising out of a set of circumstances which **you** knew about at the time the **insured trip** was booked unless **you** could not reasonably have expected such circumstances to result in a claim;
 - c. arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery.
 - d. resulting from any emotional or psychiatric disorder or condition;
 - e. resulting from **you** taking or using drugs or controlled substances, other than drugs prescribed by **your** doctor and used properly;
 - f. resulting from **you** committing suicide, deliberately injuring yourself or putting yourself in unnecessary danger, unless trying to save a human life;
 - g. resulting from any criminal act by **you**.
8. the cost of any medication **you** need and were taking before the start of the **insured trip**.
9. any claim resulting from **you** taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools). Off piste skiing is only covered if **you** are accompanied by a suitably experienced guide.

Section 4 - Travel

- Missed travel arrangements, travel delay, piste closure
- Legal expenses
- b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, or any dive below 30 metres. Any other scuba diving activities are only covered if **you**:
 - i. hold the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follow the relevant Club or Association rules and guidelines at all times; or
 - ii. dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping, white-water rafting unless **you** are accompanied by a suitably qualified guide in rapids classified Grade 3 and below, any kind of race (other than on foot), any endurance test, or any other activity which is known to carry an increased risk of personal injury;
 - d. any sporting activity for gain or reward;
 - e. armed forces activities including operations, exercises or training;
 - f. flying as a pilot or any other aerial activities other than travel by air as a passenger.
10. any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
 11. missed public transport unless **you** have done everything **you** can to arrive at the departure point in good time.
 12. missed travel arrangements or travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked.
 13. missed travel arrangements unless **you** provide written confirmation from the public transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it.
 14. missed travel arrangements due to avalanche or landslip, or for piste closure, where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at **your** intended resort.
 15. travel delay unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.
 16. extra travel and accommodation expenses where **your** tour operator has paid for alternative arrangements.
 17. piste closure when **you** are on an **insured trip** which starts or ends during the period 1st April to 31st December inclusive in the Northern Hemisphere, or during the period 1st October to 30th June inclusive in the Southern Hemisphere.
 18. legal expenses **you** or **your** family agree to pay without **our** written permission.
 19. any claim unless **we** are satisfied that there is a reasonable chance of success.
 20. any claim against a travel agent, tour operator, transport company, insurer, insurance agent, travelling companion or any other one of **you**.

Section 4 - Travel

Hiscox assistance

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

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

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

- **Your** name;
- The telephone or facsimile number where **you** can be reached;
- The nature of the emergency;
- **Your** Hiscox **policy** number.

Section 5 - Family legal protection

You are automatically covered by this section.

The insurer for this section is DAS Legal Expenses Insurance Company Limited. DAS is authorised and regulated by the Financial Services Authority and is subject to the Irish Financial Regulator's conduct of business rules. The regulatory system which applies in Ireland is different to that which applies in the UK.

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Managing Director at Head Office and he will try to help. The address is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. **We** have websites at www.das.ie and www.das.co.uk

If **you** are still not happy, **you** can contact the Financial Services Ombudsman's Bureau at the address shown in the Complaints Procedure. This does not affect **your** legal rights.

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

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

How we can help

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

Always report **your** claim to **us** in writing and as soon as possible. **We** can send **you** a claim form to help **you** do this.

Claims are usually handled by a **representative** appointed by **us**, but sometimes **we** deal with them ourselves.

Send your claim to

DAS Legal Expenses Insurance Company Limited, 12 Duke Lane, Dublin 2.

If you need help from us

You can phone **us** at any time on the telephone number shown in the **schedule**.

When we cannot help

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

Extra definitions

Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for **you** in accordance with the terms of this section.

Costs and expenses

- a. Legal costs
All reasonable and necessary costs chargeable by the **representative** on a party/party basis. Also the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with **our** agreement.
- b. Accountants costs
A reasonable amount in respect of all costs reasonably incurred by the **representative**.

Date of occurrence

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

Section 5 - Family legal protection

Revenue audit	An examination by the Revenue of your self-assessment return for income tax or capital gains tax.
Secondary home	Private dwellings and/or private land in the Republic of Ireland which is owned by you and is used by you for residential purposes only.
Territorial limit	<ol style="list-style-type: none"> a. For Insured Incident 3 – Bodily Injury, the territorial limit is anywhere in the world. b. For all other Insured Incidents, the territorial limit is the Republic of Ireland.
What is covered	<p>We agree to provide you with the insurance in this section, as long as:</p> <ol style="list-style-type: none"> a. the premium has been paid; b. the date of occurrence of the insured incident is during the period of insurance and within the territorial limit; c. any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limit; and d. for civil claims we agree that it is always more likely than not that you will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence. <p>Anyone claiming under this section must have the agreement of the person named as the insured in the schedule to claim.</p> <p>For all insured incidents we will help in appealing or defending an appeal as long as you tell us within the time limits allowed that you want us to appeal. Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.</p> <p>If a representative is used, we will pay the costs and expenses incurred for this.</p> <p>For Bodily Injury claims (Insured Incident 3), we will pay the application fee required by the Personal Injuries Assessment Board (PIAB).</p>
How much we will pay	The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.
Insured incidents we will cover	
Insured incident 1 – employment disputes	<p>We will negotiate for your legal rights in a dispute arising from your contract of employment for your work as an employee.</p> <div style="background-color: #f0f0f0; padding: 10px; border: 1px solid #ccc;"> <p>We do not cover any claim relating to the following:</p> <p>Costs and expenses for:</p> <ol style="list-style-type: none"> 1. disciplinary hearings or internal grievance procedures; 2. any claim relating solely to personal injury. </div>
Insured incident 2 – contract disputes	<p>We will negotiate for:</p> <ol style="list-style-type: none"> 1. your legal rights in a contractual dispute arising from an agreement or an alleged agreement which you have entered into for: <ol style="list-style-type: none"> a. the buying or hiring in of any goods or services, or b. the selling of any goods, 2. your legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which you have entered into for the buying or selling of your home and/or secondary home, <p>provided that the amount in dispute is more than €150.</p>

Section 5 - Family legal protection

We do not cover any claim relating to the following:

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

Insured incident 3 – bodily injury

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

We do not cover any claim relating to the following:

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

Insured incident 4 – property protection

We will negotiate for **your** legal rights in a civil action relating to material property (including **your home** and/or **secondary home**), which is owned by **you** or for which **you** are responsible following:

- a. any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than €150; or
- b. any nuisance or trespass, provided that **you** are responsible for the first €350 of any claim.

We do not cover:

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

Section 5 - Family legal protection

Insured incident 5 – tax protection

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

We do not cover any claim relating to the following:

1. Any claim relating to an offshore account held by **you**.
2. The tax affairs of a company, or any claim if **you** are self-employed, a sole trader or in a business partnership.
3. Any **revenue audit** where **you** have not submitted a self assessment tax return.

Insured incident 6 – legal defence

1. **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to **you** being prosecuted in a court of criminal jurisdiction.
2. **We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

We do not cover any claim relating to the following:

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

Insured incident 7 – jury service

We will pay **your** salary or wages for the time that **you** are off work while attending jury service for each half or whole day of such attendance as far as they are not recoverable from the court or **your** employer.

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

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

What is not covered

We do not cover the following:

1. Any claim reported to **us** more than 180 days after **you** should have known about the incident.
2. Any incident or matter arising before the start of this **policy**.
3. Deep Vein Thrombosis or its symptoms that result from **you** travelling by air.
4. Any **costs and expenses** incurred before **our** written acceptance of a claim.
5. Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
6. Any incident intentionally brought about by **you**.
7. Any claim relating to **your** alleged dishonesty or alleged violent behaviour.
8. Any claim relating to written or verbal remarks which damage **your** reputation.
9. A dispute with **us** not otherwise dealt with under condition 7 below.
10. An application for judicial review.
11. Any legal action **you** take which **we** or the **representative** have not agreed to, or where **you** do anything that hinders **us** or the **representative**.

Section 5 - Family legal protection

12. Any **costs and expenses** that are incurred where **we** agree a contingency fee arrangement with the **representative**.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
14. Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Extra conditions

1. **You** must:
 - a. keep to the terms and conditions of this **policy**;
 - b. try to prevent anything happening that may cause a claim;
 - c. take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d. send everything **we** ask for, in writing;
 - e. give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2.
 - a. **We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
 - b. **You** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - i. **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - ii. there is a conflict of interest.

We may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, **you** may choose another suitably qualified person.
 - c. In all circumstances except those in 2.b above, **we** are free to choose a **representative**.
 - d. Any **representative** will be appointed by **us** and will represent **you** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - e. **We** will have direct contact with the **representative**.
 - f. **You** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - g. **You** must give the **representative** any instructions that **we** require.
3.
 - a. **You** must tell **us** if anyone offers to settle a claim.
 - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
 - c. **We** may decide to pay **you** the amount of damages that **you** are claiming or that is being claimed against **you**, instead of starting or continuing legal proceedings.
4.
 - a. **You** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
 - b. **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for **you** or if **you** dismiss the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

Section 5 - Family legal protection

6. If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
7. If **we** and **you** disagree about the choice of **representative**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter. **We** and **you** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose argument is rejected.

8. **We** may at **our** discretion require **you** to obtain at **your** expense an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us** as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

- Helpline services** **We** provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls, other than for the Counselling Service.
- When phoning, please tell **us your policy** number. Please do not phone **us** to report a general insurance claim.
- Legal advice service **We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom.
- Domestic assistance **We** will arrange help or repairs needed if **you** have a domestic emergency in **your home**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.
- To contact the above helpline services, please phone: 1850 670 747.**
- Health and medical information service **We** will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness.
- To contact the health and medical information service phone: 1890 254 164.**
- Counselling **We** will provide **you** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.
- To contact the counselling helpline, please phone: 1850 670 407.**
- We** will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

Complaints procedure

We are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact **our** Customer Services Representative on:

Telephone: +44 (0) 870 084 3777

Email: customerservices@hiscox.com

Hiscox Insurance Company Limited

1 Great St Helen's

London EC3A 6HX

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may ask the Ombudsman to review **your** case without affecting **your** legal rights. The address is:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Telephone: 0845 080 1800

+44 20 7964 1000 from outside the United Kingdom

If **you** contact them or **us**, please quote the **policy** number shown in the **schedule**.

For training and quality control purposes, telephone calls may be monitored and recorded.

Hiscox Insurance Company Ltd is authorised and regulated by the Financial Services Authority.

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