

home policy

**BRIT**

## Introduction

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Thank you for choosing Brit Private Client to protect your home and your belongings. At Brit, we understand that value goes beyond the monetary. That's why we're dedicated to protecting the bricks and mortar that make up your house and the treasured possessions that make it a home. We do this through our flexible Home Policy that's unique to your needs and designed to give you peace of mind so you can continue to make memories at home and beyond.

This policy booklet explains what you're covered for so please take the time to read it thoroughly. Should you have any questions or concerns please don't hesitate to contact us or the Insurance Broker who arranged it on your behalf.

Tara Parchment  
Head of Brit Private Client

# claims notification and helplines

Claims Notification Contacts 24 hour assistance, 365 days a year, calling from inside the Republic of Ireland	Telephone
Buildings, Contents, Valuable Possessions, Liability, Family Protection	1 800 849074
Family Legal Expenses	01 670 7470

Claims Notification Contacts 24 hour assistance, 365 days a year, calling from outside the Republic of Ireland	Telephone
Buildings, Contents, Valuable Possessions, Liability, Family Protection	+353 1 800 849074
Family Legal Expenses	+353 1 670 7470

## These helplines are provided by ARAG.

The following helpline services are available to **you** during the **policy period**. Use of these services does not constitute reporting of a claim.

Legal Advice  
0818 670 747

**You** can call the confidential legal advice helpline for help with any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Qualified legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of specialist matters, **you** will be referred to a specialist adviser.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, an adviser will call **you** back.

Crisis Communication  
0344 571 7964

If **you** are concerned about an event that may result in negative publicity which could damage **your** personal or professional reputation, **you** can access professional public relations support from **ARAG's** crisis communication experts.

In advance of any actual adverse publicity, where possible, initial advice for **you** to act upon will be provided over the phone. If **your** circumstances require professional work to be carried out at that time, such services are available on a consultancy basis and subject to **you** paying a fee.

Where an event has led to actual adverse publicity online, in print or broadcast that could be damaging to **you**, **you** are insured against the costs of crisis communication services under Insured Incident Crisis Communication (page 49) when **you** use this helpline.

Counselling Service  
1800 670 407

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

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# how to make a claim

## We are committed to making your claim as easy as possible

**We** have a dedicated team of claims experts to support **you** and a panel of specialist service providers. If **you** need to notify **us** of a potential claim under any section of **your policy our** team is on hand 24 hours a day, 7 days a week to help **you**.

What to do if the  
Unexpected Happens

To help **us** deal with **your** claim as quickly as possible please ensure **you** do the following:

- Notify **us** as soon as reasonably practicable after an event
- Take all reasonable steps to prevent loss, injury and damage
- If **you** believe a crime has occurred, please report this to the Gardai and keep a note of the incident report number
- Where possible please keep any damaged items and take photos

Buildings, Contents,  
Valuable Possessions,  
Liability, Family  
Protection

To make a claim under any of these sections of this **policy** please contact **your** insurance broker or **us** directly as follows:

Telephone:

Calling from inside the Republic of Ireland  
1 800 849074

Calling from outside the Republic of Ireland  
+353 1 800 849074

Email: [britprivateclients@crawco.co.uk](mailto:britprivateclients@crawco.co.uk)

Family Legal Expenses

Please refer to individual section for greater detail on How to Make a Claim for Family Legal Expenses. To make a claim under this section of this **policy** please contact **your** insurance broker or query with ARAG:

Telephone:

01 670 7470

Email:

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

# complaints

## This Section

**We** are committed to always providing **you** with the highest standard of service, however **we** do appreciate that occasionally things go wrong. If **you** have any feedback **you** would like to share or if **you** wish to make a formal complaint, please follow the step-by-step process below.

## Step 1

Buildings, Contents, Valuable Possessions, Liability, Family Protection  
Contact **your** insurance broker please write or telephone using the details below:

The Complaints Manager  
Sean Barrett Bloodstock Insurances Ltd  
1st Floor  
Drury Court,  
56-58 Drury Street  
Dublin 2  
Ireland.  
Telephone: +353 1 284 5401  
Email: [contact@bprivateinsurances.com](mailto:contact@bprivateinsurances.com)

### Family Legal Expenses

Contact ARAG, please write or telephone using the details below:

ARAG Legal Protection Limited  
Europa House  
Harcourt Centre, Harcourt Street  
Dublin 2, D02 WR20  
Telephone: +353 1 670 7470  
Email: [customerrelations@arag.ie](mailto:customerrelations@arag.ie)

## Step 2

Should **you** remain dissatisfied with the final response from the complaints team at Lloyds 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 contact details are as follows:  
Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland  
Telephone: +353 1 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

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.

# general policy definitions

## This Section

Any words or expressions listed below will carry the same meaning wherever they appear in **bold** and **blue** coloured type throughout the **policy**, unless stated otherwise. Any extra definitions are shown within the section to which they apply.

## bodily injury

Physical bodily harm including sickness, disease or death that results from it. **Bodily injury** does not cover mental anguish.

## buildings

**Buildings** of **your home** and **other permanent structures** owned by **you** and within the grounds of the residence used for domestic, **home business** and **incidental farming activities** including:

- cables, domestic tanks, utility pipes and drains all supplying the main **buildings**
- fixtures and fittings that form part of the structure of **your home**
- solar panels attached to **your home** and wind turbines used for domestic purposes

## collectibles

Private **collectibles** owned by **you** or in **your** possession and normally kept at **your home** as follows:

- books and manuscripts
- coins, medals and stamps
- furs
- gold, silver and gold or silver plated items
- guns
- wines and spirits
- other memorabilia

## contents

Household goods, personal property and clothing owned by **you** or in **your** possession and normally kept at **your home**. This includes personal property of permanent members of **your** household in full-time education while they are studying away from **home**, **home business equipment** and aerials, satellite dishes and CCTV equipment for which **you** are legally responsible. Other limits are shown within **your contents** section.

## domestic employee(s)

Person(s) **you** hire under a contract of service, written or otherwise, to undertake domestic duties in **your home** and not in connection with **your** business other than **your home business** and **incidental farming activities**.

## endorsement

A change to the terms of the **policy** agreed by **us** in writing.

## excess

The first part of a covered claim for which **you** are responsible.

## fine art

Private **fine art** owned by **you** or in **your** possession and normally kept at **your home** as follows:

- antique and designer furniture
- glass, porcelain and china
- paintings, drawings, etchings, prints and photographs
- rugs and tapestries
- statues and sculptures
- any other curios

# general policy definitions

home	The residence at the address shown in the <b>schedule</b> and including the <b>other permanent structures</b> at the same address.
home business	Incidental business activity carried out at <b>your home</b> other than <b>incidental farming activities</b> , which: <ul style="list-style-type: none"><li>• is office clerical and administrative work only</li><li>• has no employees subject to national employment law and</li><li>• conforms to all laws and government regulation</li><li>• or if the business includes manual work and/or the use of machinery and has no more than €10,000 gross revenue in any one year</li></ul>
home business equipment	Office furniture, equipment and supplies, goods or merchandise kept at <b>your home</b> and which are used solely for <b>your home business</b> .
home business stock	Goods and merchandise kept at <b>your home</b> and which are used solely for <b>your home business</b> .
incidental farming activities	<b>Incidental farming activities</b> means any farming activity carried out at <b>your home</b> when <ul style="list-style-type: none"><li>• the hours worked by an employee does not exceed 1,500 hours per year</li><li>• the total gross annual revenue generated from the raising or caring of animals does not exceed €25,000 or the sale of animals does not exceed 25 animals during the <b>policy period</b></li><li>• the total gross annual revenue generated from horticultural operations does not exceed €10,000</li></ul>
jewellery	Items of personal adornment worn or intended to be worn containing gemstones, gold, silver, platinum or any other precious metals or alloys, owned by <b>you</b> or for which <b>you</b> are legally responsible. This includes watches and precious or semi-precious stones, whether set or unset.
motorised land vehicles	<b>Motorised land vehicles</b> are vehicles used within the grounds of <b>your home</b> and not required by law to be licensed, registered or covered by motor liability insurance and include: <ul style="list-style-type: none"><li>• garden machinery used for the purposes of domestic duties</li><li>• motorised vehicles designed to assist the disabled</li><li>• motorcycles with an engine size of less than 51cc and quad bikes designed for recreational use off public roads</li></ul>
other permanent structures	Any <b>other permanent structures</b> within the boundaries of <b>your</b> residence but not attached to <b>your home</b> and owned by <b>you</b> .
personal money	Cash, cheques, bank and currency notes, bank drafts, travel tickets, travellers' cheques or savings certificates.
policy	The insurance <b>policy</b> document including the <b>policy schedule</b> .
policy period	The date cover begins and ends and as shown in <b>your policy schedule</b> .



# general policy definitions

policy schedule	The most recent <b>policy schedule</b> issued to <b>you</b> , which forms part of the <b>policy</b> and contains details of the persons insured, the <b>period of insurance</b> , amounts insured for each section and any <b>endorsement</b> applying to the <b>policy</b> .
pollution	Any <b>pollution</b> , seepage, discharge, dispersal, release or escape of any solid, liquid gaseous or thermal irritant or contaminant including smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including material to be recycled).
terrorism	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.
unoccupied	When <b>your home</b> has not been lived in by <b>you</b> or <b>your family</b> or by any adult person with <b>your</b> permission for more than 60 consecutive days.
vacant	When <b>your home</b> has been substantially empty of <b>contents</b> and furnishings required for normal living purposes for more than 30 consecutive days.
valuable possessions	Items of <b>jewellery, fine art</b> and <b>collectibles</b> owned by <b>you</b> or for which <b>you</b> are legally responsible.
you/your	The person named in the <b>policy schedule</b> and a spouse or partner, who permanently resides with that person.
your family	Any member of the family residing with <b>you</b> permanently or temporarily away from <b>your home</b> whilst at school, college or university.
watercraft	A boat or other vessel, including furnishings, equipment and outboard motors that travels on water and is not more than 25 feet in length or 50 horsepower.
we/us/our/company	<p>The Lloyd's Insurance Company SA unless the property is located in United Kingdom where we/us/our/company will be deemed to be Brit Syndicate 2987 at Lloyd's</p> <p>Lloyd's Europe branch in the UK. Authorised and regulated by the National Bank of Belgium. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.</p> <p>Brit Syndicate 2987 at Lloyd's Registered in England and Wales No. 0824611</p> <p>Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</p>

# important policy information

## About Your Policy Document

This is **your policy** document and forms part of **your** contract of insurance between **you** and **us**. This sets out the covers, limits, conditions and exclusions that apply. Please read it alongside **your** most up-to-date **policy schedule**.

Please make sure **you** have checked **your policy** to ensure that the information **you** have provided to **us** is correct, complete and that the cover meets **your** needs. Please also read the Changes to **Your** Circumstances section, which explains the changes **we** need to know about. If **you** need to change any of the information provided to **us**, please contact the insurance broker who arranged the **policy**.

Certain words in this **policy** document are printed in **bold** and defined either within the General **Policy** Definitions section or the section to which they specifically apply. These words will carry the same meaning, wherever they appear in **bold** type throughout the **policy**, unless stated otherwise.

## Data Protection and How We Use Your Data

Brit values its customers and is committed to protecting and respecting **your** privacy. This Data Privacy Notice explains how **we** process and protect any personal data **we** collect or receive about **you**. This Data Privacy Notice applies to personal data provided by customers, brokers, coverholders, claimants, third party agents (TPAs) and complainants. Please read this Data Privacy Notice carefully to understand **our** practices regarding personal data. Brit complies with the principle of 'data minimisation' by avoiding collecting or processing **your** personal data other than to achieve the purposes set out in this Data Privacy Notice.

**We** collect and process **your** personal data where necessary to enable **us** to:

- arrange, underwrite or administer insurance contracts or claims under insurance contracts
- satisfy **our** obligations under an insurance contract
- comply with a legal obligation
- pursue **our** legitimate interests in providing insurance services to **our** customers
- investigate and defend legal claims

The personal data **we** process may include details such as **your** name, address, marital status, date and place of birth, nationality and any other information that **we** collect about **you** in connection with the insurance from which **you** benefit including information about previous and current claims. It may include more sensitive details such as information about **your** health and any criminal convictions **you** may have and which **we** may need **your** consent to process. Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to continue to provide the insurance cover from which **you** benefit and to handle **your** claims.

# important policy information

## Data Protection and How We Use Your Data (continued)

To allow **us** to meet **our** obligations and effectively provide **our** services to **you**, it may be necessary to pass **your** personal data onto external parties including other insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **Your** data will be shared securely, and only when absolutely necessary. **Your** personal data will never be sold on to external parties or organisations for marketing purposes. For more information about how **your** personal data may be shared with other participants in the insurance market please review the London Insurance Market Core Uses Information Notice which sets out those core necessary personal data uses and disclosures. Brit's core uses and disclosures are consistent with the London Market Core Uses Information Notice.

If **you** would like to view the Core Uses Information Notice, go to [www.britisurance.com/about/privacy](http://www.britisurance.com/about/privacy). **We** may transfer or share **your** data outside the European Economic Area. **We** will always take steps to ensure **your** data is treated and transferred securely with appropriate safeguards and controls in place.

**We** will not keep personal data for longer than necessary for the purpose for which it is processed. However, laws and regulations may require **us** to keep records for specific periods of time and **we** may also need to keep records in order to administer the insurance relationship, to fulfil **our** contractual or statutory obligations or to resolve queries or disputes which may arise.

Under Data Protection regulation **you** have the right to:

- obtain a copy of **your** personal data held by Brit
- have any incorrect personal data updated
- request the erasure of any of **your** personal data
- restrict the use of **your** personal data
- object to the use of **your** personal data
- request the personal data **you** provided to Brit be moved to another organisation

If **you** wish to exercise any of these rights please write to the below address stating **your** request and contact details. However, there may be reasons why **we** are not able to comply with **your** request (particularly relating to the restriction of or objection to use of personal data) where **we** are required to keep and use that data to comply with legal or regulatory requirements and/or it is necessary for **us** to administer **your** insurance contract. In order for **us** to respond to **your** requests effectively and efficiently, please provide any further information **you** feel is necessary.

The Data Protection Officer

Brit Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB

## Family Legal Solutions

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

### Collecting personal information

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

# important policy information

Family Legal  
Solutions continued

## Using personal or sensitive information

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

## Keeping personal information

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

## Your rights

Any person insured by this **policy** has a number of rights in relation to how **ARAG** hold personal data including; the right to a copy of the personal data they hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **ARAG** will not be able to delete personal data, please refer to their full privacy statement.

## Cancellation Rights

To cancel this **policy you** should initially contact **your** insurance broker. **You** can also contact **us** directly. The following information provides details on **your** and **our** cancellation rights.

### Your Cancellation Rights

#### During the Cooling-Off Period

If this **policy** does not meet **your** needs, **you** may cancel this **policy** by notifying **us** within 14 days of the date **you** received the **policy**, or the start of **your policy period**, whichever is later.

If **you** have not made a claim in the **policy period**, **you** will receive a full refund of any premium paid. If a claim has been made, the full annual premium will be due to **us**. If **you** pay by direct debit, **we** may deduct any outstanding premium from any claim settlement **we** agree to pay or **we** may require **you** to pay the outstanding premium in full.

#### After the Cooling-Off Period

After the cooling off period, **you** may cancel this **policy** at any time by notifying **us**. Any return premium due will be calculated on a pro rata basis. If **you** have made a claim, then the full annual premium will be due to **us**. If **you** pay by direct debit, **we** may deduct any outstanding premium from any claim settlement **we** agree to pay or **we** may require **you** to pay the outstanding premium in full.

### Our Cancellation Rights

**We** may cancel this **policy** by giving **you** written notice of not less than 14 days of the effective date of such cancellation where a valid reason exists. This notice will be posted to **you** by recorded delivery at the last correspondence address noted on the **schedule**. Such valid reasons for cancellation include:

- non-payment of premium
- a change to the risk which results in **us** no longer being able to provide **you** with cover
- a breach of any **policy** conditions

Any return premium due will be calculated on a pro rata basis. If **you** have made a claim in the **policy period**, then the full annual premium will be due. If **you** pay by direct debit, **we** may deduct any outstanding premium from any claim settlement **we** agree to pay or **we** may require **you** to pay the outstanding premium in full.

# important policy information

## Changes to Your Circumstances

**You** must notify **us** as soon as practicable of any changes to **your** circumstances during the **policy period**. Examples of changes to **your** circumstance that **you** must tell **us** about include:

### Bankruptcy

If **you** or anyone living with **you** have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings.

### Building Works

If **you** plan to undertake building works to **your home** or **other permanent structures**, where the estimated or quoted value of such works exceeds €200,000 including unfixed materials.

### Business Activities at Your Home

If any business activities are being undertaken at **your home**, which **you** have not previously notified **us** of. This does not include business activities defined as **home business** or **incidental farming activities**.

### Criminal Convictions

If **you** or **your family** have been convicted of any criminal offence or have any such prosecution pending. This does not include a motoring conviction or a conviction deemed to be spent under the Rehabilitation of Offenders Act 1974.

### Occupation or Profession

If **you** or **your family** have changed occupation or profession in the last 12 months.

### Security

If there are any changes to the security arrangements at **your home**.

### Sums Insured

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

### Theft or Attempted Theft

If **you** have suffered a break-in or attempted break-in to **your home** which **you** have not previously notified **us** of.

### Vacant or unoccupied

If **your home** will be **unoccupied** for a period of more than 60 consecutive days or left **vacant** for more than 30 consecutive days.

## How a Change May Affect Your Policy

Such changes may lead to an increased or refunded premium, a change in terms of the **policy**, cancellation of **your policy** or may affect the outcome of a claim. Please tell **us**, as soon as possible, if there are any changes to any of the details that are shown on **your policy schedule** or statement of fact. **We** recommend that **you** keep a copy of **your policy schedule** and statement of fact as a record of all the information **you** have given to **us**.

If **you** are in any doubt about whether **you** need to tell **us** about a change **you** should contact **your** insurance broker directly.

# general policy conditions

Abandoning Property	<b>You</b> or <b>your family</b> cannot abandon any property to <b>us</b> or a third party without <b>our</b> prior agreement.
Assignment of Interest	<b>You</b> may not assign or turn over any right or interest in this <b>policy</b> to anybody else without <b>our</b> prior written consent.
Bankruptcy or Insolvency	<b>We</b> will meet all of <b>our</b> obligations under this <b>policy</b> regardless of whether <b>you</b> or <b>your family</b> becomes bankrupt or insolvent. However <b>you</b> or <b>your family</b> must notify <b>us</b> immediately if such proceedings are initiated.
Building Works	<b>You</b> must notify <b>us</b> of any works to be undertaken at <b>your home</b> to extend, renovate or alter the <b>buildings</b> or <b>other permanent structures</b> with a value that exceeds €200,000 including unfixed materials. In the event that <b>you</b> do not notify <b>us</b> <b>we</b> reserve all <b>our</b> rights under the <b>policy</b> , which may include charging <b>you</b> an additional premium, applying additional terms or excluding any loss relating to such works.
Choice of Law	<p>Unless some other law is agreed in writing between <b>you</b> and us, this <b>policy</b> will be governed by Irish law and practice and to the exclusive jurisdiction of the courts of Ireland.</p> <p>All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this Insurance may be served if addressed and delivered to Lloyds Insurance Company S.A., 7/8 Wilton Terrace, Dublin 2</p>
Currency	All monetary amounts in this <b>policy</b> are expressed in euros.
Duplicate Cover	If <b>you</b> are covered under one section for <b>your</b> loss, <b>we</b> will not also pay for that loss under another section.
Duty of Care	<b>You</b> and <b>your family</b> must take all reasonable steps to prevent loss, damage, accident or <b>bodily injury</b> and to maintain the property insured in a good state of repair.
Fraudulent Claims	If <b>you</b> , or anyone acting on <b>your</b> behalf, or <b>your family</b> make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid from the time of the presentation of the false or fraudulent claim. This means <b>we</b> will not pay the false or fraudulent claim, or any subsequent claim. <b>We</b> may also treat this insurance as though it had never existed.

# general policy conditions

## Innocent Non-Disclosure /Misrepresentation

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information, **we** will treat this insurance as if it had never existed and decline all claims. However, if **we** establish that, unknown to **you**, a covered person deliberately or recklessly provided false or misleading information **we** shall treat this insurance, in so far as it relates to the covered person concerned, as if it had never existed and decline all claims relating to such covered person.

If **we** establish that **you** provided **us** with false or misleading information in a way that was neither deliberate nor reckless it could adversely affect **your** insurance and any claim.

## Innocent Non-Disclosure /Misrepresentation (continued)

For example **we** may treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if **we** establish that, unknown to **you**, a covered person was careless in providing information then **we** shall treat this insurance, in so far as it relates to the covered person concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

If **we** establish that **you** or **your family** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**
- cancel **your** insurance

**We** or **your** insurance broker will write to **you** if **we**:

- intend to treat this insurance as if it had never existed
- need to amend the terms of **your** insurance
- require **you** to pay more for **your** insurance

## Insurable Interest

**We** will not pay for any loss or damage to property, which **you** or **your family** does not have an insurable interest in at the time of the loss. This means that no financial or other loss has been suffered as a result of the loss or damage to the property.

If more than one person has an insurable interest in the covered property, **we** will not pay for an amount greater than the insurable interest attributable to **you** or **your family**, up to the sum insured that applies.

## Insurance Act 1936

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

## Other Insurance

If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.

# general policy conditions

## Stamp Duties Consolidation Act 1999

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

## Rights of Recovery

If **you** or **your family** have the right to recover from a third party all or part of any payment made under this **policy**, those rights are transferred to **us**. If **we** start recovery proceedings in **your** name then any monies received will belong to **us**. **You** or **your family** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or **your family** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

## Rights of Third Parties

A person who is not a party to this Insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Unoccupied or Vacant

**You** must tell **us** if **your home** is, or is likely to be, **unoccupied** or **vacant** and **we** may amend the terms of **your** insurance **policy**.



# general policy exclusions

## This Section

This section details the exclusions applicable to each and every section unless otherwise stated:

### Animals

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

### Acts of War

**We** do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused directly or indirectly by war, invasion, acts of foreign enemies, hostile or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law.

### Cleaning and Alterations

**We** do not cover any loss or damage caused by the process of professional cleaning, repairing, refinishing, dyeing, altering, restoring, reframing, retouching or renovating.

### Communicable Disease

**We** do not cover any loss, damage, liability, legal claim, costs or expenses which is directly or indirectly caused by the transmission of any disease, virus or syndrome that can be spread from one person to another or from an animal to a person.

### Computer and Electronic Equipment - Non Physical Damage

**We** will not pay for any costs to restore the ability of any computer, internet capable device, or electronic equipment to perform its intended function when such lack of functionality results from any cause (malicious or not) other than covered physical loss or physical damage.

### Computer Virus and Software

**We** will not cover loss, damage, liability or costs in any way related to the loss of use, alteration or corruption of any electronic data, regardless of the cause, malicious or not.

### Confiscation

**We** do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by the confiscation, destruction, or seizure of property by any government or public authority.

### Cryptocurrency

**We** do not cover any loss, liability, legal claim, costs or expenses to money classified as cryptocurrency or any digital or virtual currency which uses cryptography for security.

### Damage by Rodents, Insects or Vermin

**We** do not cover any loss or damage caused by vermin, insects or rodents. However **we** do insure ensuing covered physical loss unless another exclusion applies.

### Erosion

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

# general policy exclusions

## Fees

**We** do not cover any fees incurred in preparing or furthering any claim under this **policy**.

## Faulty Planning, Construction or Maintenance

**We** do not cover any loss or damage caused by faulty acts, errors, or omissions by **you** or any other person in planning, construction, or maintenance whether at or away from **your home** including:

- planning, development, designing, surveying, placing and compacting
- setting specifications, establishing building regulations and construction standards
- materials and workmanship used in repair, construction, renovation or remodelling

However **we** do insure ensuing covered physical loss unless another exclusion applies.

## Freezing Water

**We** do not cover any loss or damage caused by water freezing in any fixed water or heating installation or domestic appliance, while **your home** is **unoccupied** or **vacant**, unless **your home** is constantly heated to a temperature of at least 10 degrees Celsius or all fixed water tanks, apparatus and pipes are shut off and drained.

## Frost

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

## Gradual Deterioration

**We** do not cover any loss or damage caused by wear and tear, gradual operating cause or deterioration, rust, bacteria, corrosion, dry or wet rot, fungus, mould, mildew, warping, shrinkage, exposure to light or fluctuation in temperatures. However **we** do insure ensuing covered physical loss unless another exclusion applies.

## Inherent Defect

**We** do not cover any loss or damage caused by or resulting from inherent flaw or defect.

## Intentional Acts

**We** do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by any misappropriation, deliberate, dishonest or criminal act by **you** or anyone acting on **your** behalf, regardless of whether the act was deliberate or reckless. This exclusion does not apply to theft of insured property by a **domestic employee**.

## Mechanical or Electrical Faults

**We** do not cover any loss or damage caused by mechanical or electrical faults or breakdown.

However **we** do insure ensuing covered physical loss unless another exclusion applies.

# general policy exclusions

Nuclear Hazard,  
Radioactive, Chemical or  
Biological Contamination

**We** do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused directly or indirectly by:

- nuclear hazard including any nuclear reaction, radiation or radioactive contamination whether controlled or uncontrolled or however caused, or any consequence of any of these
- radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that
- radioactive, biological or chemical contamination resulting directly or indirectly from an act of **terrorism**

Pollution

**We** do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused directly or indirectly by **pollution**.

This exclusion does not apply to the clean-up of **pollution at your home** caused by a sudden, unforeseen and identifiable oil leakage from a domestic oil installation or loss to **contents** caused by oil, subject to all other terms, conditions and exclusions within this **policy**.

Prior Accidents  
or Losses

**We** do not cover any loss, damage or injury, which occurs or commences prior to the start of the **policy period**.

Routine Maintenance

**We** do not cover the cost of any routine maintenance or redecoration.

Sanctions

No cover is provided 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 under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# your buildings

## What is Covered

This section of the **policy** covers **you** against physical loss or physical damage to **your buildings** and **other permanent structures**. Cover is subject to the terms, conditions, limits and exclusions in this **policy**.

## How Much Will We Pay

**We** will pay up to the sum insured to reinstate **your buildings** covered by this section and as stated in **your policy schedule**. **We** will pay the lesser of the amount required at the time of the loss to repair, restore or rebuild a damaged **building** using the same quality of materials, design and workmanship, that existed prior to the loss. The amount insured applies to each covered loss and will be automatically restored after **we** pay the loss provided **you** carry out any recommended measures to prevent a further loss.

## Additional Expenses

**We** will also pay the following reasonable and necessary costs as part of the covered loss subject to **our** prior approval:

- architects', surveyors', legal and other consultancy fees
- removal of debris costs
- additional costs involved in complying with building regulations, local authority or statutory requirements, other than when loss or damage occurs after a notice to comply has been served on **you**
- 10% of the **buildings** sum insured for required stabilisation, excavation or replacement of land under or around **your home**

## Unlimited Reinstatement

If **your policy schedule** shows the payment basis as 'unlimited reinstatement' cover, **we** will pay the full amount reasonably and necessarily incurred in the repair or reinstatement of **your building** even if this is greater than the sum insured on **your policy schedule**.

## How Your Excess Applies

The **excess** shown on **your policy schedule** applies to each and every loss but **we** will not apply this if the cost of the covered claim exceeds €15,000.

## Inflation Protection

**We** will adjust the sums insured for **buildings** each month to reflect the current rate of inflation. At each renewal, the sum insured and premium will be adjusted accordingly.

## Additional Covers

The following covers apply automatically when **your buildings** are included on **your policy schedule** and are in addition to the sum insured for **buildings**.

## Alternative Accommodation

If **your home** cannot be lived in because of a covered loss, **we** will pay:

- the reasonable costs that **we** have agreed in advance for alternative accommodation during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- If **you** make **your** own alternative accommodation arrangements, **we** will pay an amount of up to 50% of the reasonable costs that **we** have agreed in advance for alternative accommodation incurred during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- any rent, which ceases to be payable to **you** as a landlord, if **you** rent out all or part of **your home**. **We** will cover this reasonable loss of rent that **we** have agreed in advance for the period of time necessary to restore **your home** that was rented out by **you** to a habitable condition

# your buildings

## Building Works and Materials

**We** will pay for any covered loss, whilst building work is being undertaken to extend, renovate or alter **your home**, provided the estimated or quoted value of the building work, including unfixed materials, does not exceed €200,000. This cover extends to unfixed building materials, which have been supplied by **you** and will be used in connection with these building works, as long as they are within the boundaries of **your home**.

## Buying a Residence

If **you** purchase a new residence in the Republic of Ireland during the **policy period**, **we** will automatically cover the residence at the new address against damage caused by fire only. Cover is effective for a period not longer than 60 days from the time **you** exchange contracts until **your** new insurance starts, or when **you** complete the purchase, whichever is earlier. The most **we** will pay is up to the highest amount insured for any residence listed on **your policy schedule** or a maximum of €5,000,000 whichever is less and provided the **policy** remains in force. No additional covers will apply.

**We** will not pay for loss or damage to **your** new residence unless:

- it is in a good state of repair and not undergoing any works
- it is not covered by any other insurance
- contracts have been exchanged during the **policy period**

## Damage by Oil

**We** will pay up to €100,000 in any **policy period** to cover the reasonable and necessary costs of cleaning up contamination or **pollution** of land and/or water at **your home** caused by the escape of oil from any fixed domestic heating installation at **your home**. The damage must be caused by a sudden, unforeseen and identifiable leakage of oil from a fixed domestic heating installation at **your home**.

## Disability

**We** will pay up to €150,000 for essential alterations to **your buildings** in the event that **you** or **your family** are permanently disabled as a result of a sudden and unforeseen illness or injury diagnosed by a physician which first occurs within the **policy period**.

## Emergency Covers

### Access

**We** will pay for loss or damage as a direct result of forcible entry to **your home** by the emergency services to attend a medical emergency.

### Emergency Power

If **your home** is without power for a period of 24 hours following a loss caused by storm or flood, **we** will pay the reasonable costs to purchase a generator system up to €2,500.

### Forced Evacuation

If the local authority or emergency services prohibits **your home** from being lived in, as a direct result of loss or damage to a neighbouring premises that would be a covered loss under this **policy**, **we** will pay the reasonable and necessary costs, for a period of one year from the date of the forced evacuation, which **we** have agreed in advance for:

- similar alternative accommodation for **you** and **your** domestic pets and horses
- rent which **you** still have to pay as a tenant including ground rent
- rent which should have been paid to **you** including ground rent
- emergency items that **you** purchase throughout the duration of the forced evacuation up to €10,000

# your buildings

## Emergency Covers (continued)

### Emergency Preventive Measures

**We** will pay the necessary and reasonable costs incurred by **you** in taking emergency temporary measures to avoid or prevent further damage to **your home** after a covered loss.

### Unlimited Replacement Locks

**We** will pay the cost of replacing the locks at any **home** detailed in the **policy schedule** if the keys to the **home** are lost or stolen. **Your excess** does not apply to this cover.

## Environmental Costs

### Environmental Upgrade

In the event of a covered loss which exceeds €10,000, **we** will pay up to 50% of the loss amount towards the cost of installation of green power generation systems as part of the repair or replacement of the damaged part of **your home**. The most **we** will pay is €50,000.

### Utility Costs

If a covered loss has occurred to the green power generation system or **your** alternative water system at **your home**, **we** will pay up to €20,000 for:

- costs incurred as a direct result of the loss, to purchase **your** replacement electrical power from a power utility **company** or replacement water for residential watering of the grounds of **your home**
- loss of **your** power utility income as a direct result of the loss for the reasonable amount of time required to repair or replace **your** green power generation system

## Fire Brigade Charges

**We** will pay the cost incurred by **you** and payable to a local authority, as permitted by legislation, resulting from Fire Brigade attendants as a result of any incidents that is insured by **your policy**. The maximum amount payable is €10,000 in respect of any one covered loss.

## Garden Cover

### Trees, Shrubs, Plants and Lawns

**We** will pay for loss or damage to trees, shrubs, plants and lawns at **your home** caused by:

- fire, lightning or explosion
- riot or civil commotion
- earthquake
- a collision by a vehicle or aircraft not owned or operated by **you**
- theft, attempted theft, vandalism or malicious acts

### **We** will not pay

- more than €5,000 for the removal and/or replacement of any one tree, plant or shrub
- more than 10% of the **buildings** sum insured for any one claim at the **home** where the loss happened

### Tree Removal

**We** will pay up to €5,000 in total for the cost of removing fallen trees or branches which affect the safety of or access to **your home**. **Your excess** does not apply to this cover.

**We** will also pay up to a total of €2,000 for the cost of removing trees felled by storm and where there has been no loss or damage to **your home** and does not affect the safety of or access to **your home**. **Your excess** does apply to this cover.

# your buildings

## Locating a Leak

In the event of damage during the **policy period** arising from the escape of water or fuel oil from any fixed domestic heating or plumbing system, storage tanks or service pipes serving **your home** and within the boundaries of the **home**, **we** will pay the cost of finding the leak and any damage incurred as a consequence of locating the source of such damage.

## Loss of Oil or Metered Water

**We** will pay the cost of additional metered water charges or cost of oil lost from a fixed domestic heating or water installation at **your home** provided **your home** is not **unoccupied** or **vacant**.

## Memorials

**We** will pay up to €10,000 for theft or malicious damage to a plaque or stone in memorial of a parent, spouse, partner or child. **Your excess** will not apply to this cover.

## Other Permanent Structures

**We** will pay up to 10% of the **buildings** sum insured at each location detailed on **your policy schedule** for **other permanent structures**.

## Selling Your Residence

If **you** enter into a contract to sell any **home** shown in the **policy schedule** during the **policy period**, **we** will cover that **home** at the same terms and conditions for the buyer, from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale provided the **buildings** are not otherwise insured and this **policy** remains in force. The maximum period will be 60 days from the date of the exchange of contracts (or in Scotland the offer to purchase).

## Trespass and Fly-tipping Protection

**We** will pay up to €50,000 in total during the **policy period** to cover the necessary and reasonable costs incurred by **you** in disposing of rubbish, litter or waste material left by unlawful trespassing or fly-tipping at **your home**.

## Water Leaks and Flood Prevention

### Water Leaks

**We** will pay up to €2,500 for **you** to install an escape of water prevention system at a **home** where **we** have paid an escape of water claim, which exceeds €15,000 with **our** advance agreement, provided **we** have not paid for such a prevention system under **your contents** section.

### Flood Prevention

**We** will pay up to €2,500 for **you** to install a flood prevention system at a **home** where **we** have paid a flood claim, which exceeds €15,000 with **our** advance agreement, provided **we** have not paid for such a prevention system under **your contents** section.

## Your Buildings Exclusions

The following exclusions apply to **Your Buildings** section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**.

## Other Permanent Structures

**We** do not cover loss or damage caused by wind, storm or flood to bridges, gates, fences, wind turbines, sea walls, jetty, pier, wharfs, bulkheads or docks.

# your buildings

## Subsidence, Heave or Landslip

**We** do not cover loss or damage caused by subsidence, heave or landslip to land, patios, terraces, swimming pools, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, garden and sea walls, jetty, pier or wharf, domestic fixed fuel tanks, wind turbines, fences or gates unless **your home** also sustains a covered loss or damage at the same time by the same event. **We** also do not cover any loss or damage caused by:

- the movement of solid floor slabs unless the foundations beneath the exterior walls of **your home** are damaged at the same time by the same event
- the thermal expansion or contraction of building materials, bulging, compaction of infill or **settlement**

## Structural Movement

**We** do not cover loss or damage caused by the structural movement of **your home** or **other permanent structures**, unless caused by subsidence, heave or landslip.



# your contents

## What is Covered

This section of the **policy** covers **you** against physical loss or physical damage to **your contents** anywhere in the world up to the amount insured stated in **your policy schedule** during the **policy period**. Cover is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

## How Much Will We Pay

**We** will pay the cost to repair or replace **your contents** following physical loss or physical damage, whichever is less and up to the amount insured at each of **your home(s)** and as stated in **your policy schedule**. **We** will cover **you** for loss or damage to **your contents**, which happens anywhere in the world during the **policy period**. The amount insured applies to each occurrence and is subject to the **excess** stated in **your policy schedule**.

## Special Limits

For the following types of **contents**, **we** will not pay more than the limits shown below. These special limits do not increase the **contents** sum insured in **your policy schedule**

<b>Collectibles</b>	€50,000
<b>Home business stock</b>	€50,000
<b>Jewellery</b>	€15,000
<b>Motorised land vehicles</b>	€50,000
<b>Personal money</b> at the residence	€25,000
<b>Watercraft</b>	€25,000
Non-motorised horseboxes and trailers	€25,000

## Extended Replacement

If the replacement cost of **your contents** exceeds the sum insured stated in **your policy schedule**, **we** will pay up to 50% more than the sum insured at **our** discretion. This protection is provided on the condition that **you** maintain the sums insured for **contents** including any adjustments made by **us** for inflation, changes following an appraisal and any re-evaluations.

## How Your Excess Applies

The **excess** shown on **your policy schedule** applies to each and every loss but **we** will not apply this if the cost of the covered claim exceeds €15,000.

## Pairs and Sets

Where a loss occurs to a pair or set or part of a larger unit, **we** will agree to pay the following whichever is the lesser value:

- the cost to repair the damaged property to its condition before the loss occurred
- the cost to replace the pair, set or larger unit provided **you agree** to surrender the undamaged part of the pair or set or larger unit to **us** and **we** agree to accept the items

**We** will also pay the difference in the market value immediately before and after the loss occurred.

## Inflation Protection

**We** will adjust the sums insured for **contents** each month to reflect the current rate of inflation. At each renewal, the sum insured and premium will be adjusted accordingly.

# your contents

## Additional Covers

The following covers apply automatically when **your contents** are included on **your policy schedule** and are in addition to the sum insured for **contents**.

### Alternative Accommodation

If **your home** cannot be lived in because of a covered loss, **we** will pay:

- the reasonable costs that **we** have agreed in advance for alternative accommodation during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- if **you** make **your** own alternative accommodation arrangements, **we** will pay an amount of up to 50% of the reasonable costs that **we** have agreed in advance for alternative accommodation incurred during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- any rent, which ceases to be payable to **you** as a landlord, if **you** rent out all or part of **your home**. **We** will cover this reasonable loss of rent that **we** have agreed in advance for the period of time necessary to restore **your home** that was rented out by **you** to a habitable condition

### Data Recovery

**We** will pay up to €5,000 for the reasonable costs of **you** employing an external professional person or organisation to help with the recovery or replacement of **home business** or personal data or records as a result of physical loss or physical damage to a personal computer or portable computing device.

### Events

#### Marquees

**We** will pay up to €75,000 in respect of damage to a temporarily hired marquee and equipment that **you** are held solely responsible for while it is at a private dwelling listed in **your policy schedule** and provided it is not insured elsewhere.

#### Cancellation

**We** will pay up to €75,000 per **policy period** for unrecoverable expenditure or costs **you** are liable to pay and cannot recover following the unavoidable cancellation of a non-profit making personal celebration or social gathering taking place at **your home**. Cancellation must be due to a sudden and unforeseen occurrence beyond **your** control.

### Food Spoilage

**We** will pay the cost of food spoilage due to a mechanical breakdown or a change in temperature due to an interruption of the power supply to **your** freezers or refrigerators at **your home**.

### Locating a Leak

In the event of damage during the **policy period** arising from the escape of water or fuel oil from any fixed domestic heating or plumbing system, storage tanks or service pipes serving **your home** and within the boundaries of the **home**, **we** will pay the cost of finding the leak and any damage incurred as a consequence of locating the source of such damage.

### Loss of Oil and Metered Water

**We** will pay the cost of additional metered water charges or cost of oil lost from a fixed domestic heating or water installation at **your home** provided **your home** is not **unoccupied** or **vacant**.

# your contents

## Newly Acquired Items

**We** will pay for loss or damage to any items newly acquired during the **policy period** and within the definition of **contents**. **We** will not provide cover unless **you** inform **us** within 90 days of acquiring the items and pay any additional premium. The most **we** will pay is 25% of the highest amount of **contents** cover as listed in the **policy schedule**.

## Tenants' Cover

### Tenants' Improvements

If **you** are a tenant or leaseholder **we** will cover the building alterations, fixtures, improvements and alterations, which **you** own or are legally responsible for at **your home**. The most **we** will pay is 10% of the **contents** sum insured at the **home** where the loss occurred or the higher amount if shown on the **policy schedule**.

### Trees, Shrubs, Plants and Lawns

**We** will pay for loss or damage to trees, shrubs, plants and lawns at **your home** caused by:

- fire, lightning or explosion
- riot or civil commotion
- earthquake
- a collision by a vehicle or aircraft not owned or operated by **you**
- theft, attempted theft, vandalism or malicious acts

### **We** will not pay

- more than €2,500 for the removal and/or replacement of any one tree, plant or shrub or
- more than 10% of the **contents** sum insured for any one claim at the **home** where the loss happened, whichever is the lesser

## Unlimited Replacement Locks

**We** will pay the cost of replacing the locks at any **home** detailed in the **policy schedule** if the keys to the **home** are lost or stolen. **Your excess** does not apply to this cover.

## Visitors and Domestic Employees' Personal Possessions

**We** will pay up to the **contents** sum insured for loss or damage to **contents** in **your home** belonging to visitors and **domestic employees** provided such **contents** are not otherwise insured.

**We** do not provide cover for **valuable possessions** or **personal money**.

## Water Leaks and Flood Prevention

### Water Leaks

**We** will pay up to €2,500 for **you** to install an escape of water prevention system at a **home** where **we** have paid an escape of water claim, which exceeds €15,000 with **our** advance agreement, provided **we** have not paid for such a prevention system under **your buildings** section.

### Flood Prevention

**We** will pay up to €2,500 for **you** to install a flood prevention system at a **home** where **we** have paid a flood claim, which exceeds €15,000 with **our** advance agreement, provided **we** have not paid for such a prevention system under **your buildings** section.

## Your Dependent Parents and Grandparents

**We** will pay up to the **contents** sum insured for loss or damage to personal property belonging to **your** parents and grandparents who are residing in a nursing or residential care home.

**We** do not provide cover for **valuable possessions** or **personal money**.

# your contents

## Your Contents Exclusions

The following exclusions apply to **Your Contents** section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**. **We** do not cover loss of or damage caused by:

### Boarders and Lodgers

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

### Business Property

**We** do not cover loss of or damage to business property or money used for business activities unless it is **home business equipment** and **home business stock**.

### Goods and Services

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

### Loss by Animals

**We** do not cover loss of or damage caused by chewing, scratching, tearing or fouling by **your** domestic pets.

### Motor Parts and Accessories

**We** do not cover loss of or damage to **motorised land vehicles**, their motor parts, electronic equipment and accessories unless stated otherwise within **your policy**.

### Non-Motorised Horseboxes and Trailers

**We** do not cover loss of or damage to non-motorised horseboxes that exceed 15 ft in length.

### Sports Equipment

**We** do not cover loss of or damage to sports equipment whilst taking part in a professional sport.

### Watercraft

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

# your valuable possessions

## What is Covered

This section of the **policy** covers **you** against physical loss or physical damage to **your valuable possessions** anywhere in the world up to the amount insured stated in **your policy schedule** during the **policy period**. Cover is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

No **excess** will apply to any loss or damage under this section unless detailed on **your policy schedule**.

## How Much Will We Pay

### Sum Insured

The sums insured for each specified and unspecified category of **valuable possessions** are shown on **your policy schedule**.

## Specified Items

### Total Loss

If a specified item listed on **your policy schedule** under **valuable possessions** is lost or damaged beyond repair, **we** will replace the item, or pay the sum insured for that item stated on **your policy schedule**.

### Partial Loss

In the event of partial loss or damage to a specified item under **valuable possessions**, **we** will pay to repair, replace or restore the specified item to its condition immediately before the loss up to the sum insured for that item stated on **your policy schedule**.

In the event the specified item cannot be fully restored to its condition immediately before the loss, **we** will pay any loss in market value up to the sum insured stated on **your policy schedule**.

## Unspecified Items

### Total Loss

If an unspecified item within a category shown on **your policy schedule** under **valuable possessions** is lost or damaged beyond repair, **we** will pay to replace the item.

### Partial Loss

In the event of partial loss or damage to an unspecified item under **valuable possessions**, **we** will pay to repair, replace or restore the item to its condition immediately before the loss. In the event the unspecified item cannot be fully restored to its condition immediately before the loss, **we** will pay any loss of market value.

The most **we** will pay for total loss or partial loss to unspecified items is the single article limit or the total unspecified sum insured for the category as shown in **your policy schedule**, whichever is less.

## Extended Replacement Protection

If the replacement cost of **your valuable possessions** exceeds the sums insured stated in **your policy schedule**, **we** will pay up to 200% or €2,000,000 more than the sum insured, whichever is less, if **you** can provide **us** with an independent professional valuation no more than 3 years old.

# your valuable possessions

## Pairs and Sets

Where a loss occurs to a pair or set or part of a larger unit, **we** will agree to pay the following whichever is the lesser value:

- the cost to repair the damaged property to its condition before the loss occurred
- the cost to replace the pair, set or larger unit provided **you agree to** surrender the undamaged part of the pair or set or larger unit to **us** and **we** agree to accept the items

**We** will also pay the difference in the market value immediately before and after the loss occurred.

## Additional Covers

The following covers apply automatically when **your valuable possessions** are included on **your policy schedule** and are in addition to the sum insured for **valuable possessions**.

## Death of an Artist

**We** will pay up to 200% of the amount shown in the **policy schedule** for any one specified item of **fine art**, up to a maximum of €2,000,000 within the immediate 12 months following the death of the artist provided that **you** can produce an independent professional valuation no more than 3 years old at the time of loss or damage.

## Defective Title

**We** will pay the amount shown in the **policy schedule** for a specified item, which **you** are required by law to relinquish possession of, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to **your** rightful owner due to:

- unforeseen discovery of the vendor's defective or lack of title to the item purchased by **you**
- any claim placed on the item, prior to the purchase by **you** and of which **you** were not aware

**We** will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim. The most **we** will pay is €250,000 per **policy period**, including legal fees and expenses.

## Newly Acquired Items

**We** will pay for loss or damage to any items newly acquired during the **policy period** and within the definition of **valuable possessions**. **We** will not provide cover unless **you** inform **us** within 90 days of acquiring the items and pay any additional premium. The most **we** will pay is 25% of the highest amount of **valuable possessions** cover for the same category as listed in the **policy schedule**.

## Works of Fine Art – Unfinished Items

**We** will pay up to €100,000 for non-recoverable deposits which **you** have paid or are legally liable to pay for any commissioned works of art which cannot be completed due to the death of the commissioned artists during the **policy period**. **You** must have commissioned the works of art during the **policy period** and advised **us** about the claim during the **policy period**.

## Valuable Possessions on Loan or Borrowed

**We** will cover any **valuable possessions** that are temporarily loaned to **you** from the date of the loan period for a period of a seven days up to 25% of the total specified sum insured for that category or a maximum of €250,000, whichever is the lesser amount.

**We** will cover **valuable possessions** that are loaned by **you** up to a maximum of 25% of the specified sum insured for the same category or €250,000, whichever is the lesser amount.

# your valuable possessions

## Your Valuable Possessions Exclusions

The following exclusions apply to **Your Valuable Possessions** section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**.

### Business Activities

**We** will not cover loss or damage to **valuable possessions** used for any trade, business or profession.

### Wine and Spirits

**We** do not cover loss or damage to wine or spirits caused by cork taint, contamination, discolouration, evaporation, gradual leakage, oxidation, unexplained shortages or mysterious disappearance.

# your liability

## What is Covered

This section of the **policy** covers **your** legal liability for loss **you** are held legally responsible for, which arises from an occurrence anywhere in the world. Cover is subject to the terms, conditions, applicable limits and exclusions set out in this **policy**.

## How Much Will We Pay

### Property Owner's Liability

**We** will pay up to the sum insured stated in **your policy schedule** if **we** insure **your buildings** for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**

- damage to property of others

caused by an accident happening in or about **your home** during the **policy period**.

### Personal Liability

**We** will pay up to the sum insured stated in **your policy schedule** as a private individual for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**

- damage to property of others

caused by an accident anywhere in the world during the **policy period**.

### Occupier's Liability

**We** will pay up to the sum insured stated in **your policy schedule** if **we** insure **your contents** for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**

- damage to property of others

caused by an accident happening in or about **your home** during the **policy period**.

## Defence Costs

**We** will pay for any reasonable legal fees and expenses incurred by **you** in defending any legal claims which are covered by **your liability** cover and if **you** were found liable.

**We** will pay up to the liability limit stated in **your policy schedule**, subject to the terms, conditions and exclusions set out in this **policy**. **We** will only pay for legal fees and expenses agreed by **us** in writing.

## Liability Limit

**We** will not pay more than the liability limit noted in **your policy schedule**, regardless of how many claims, **homes** or people are involved in the incident. This is inclusive of all costs.

## Excess

There is no **excess** applicable to any claim under this section of cover unless stated otherwise in **your policy**.



# your liability

## Additional Covers

### Accidents to Domestic Employees

The following covers apply automatically when **your liability** for **your home** are detailed in **your policy schedule**.

**We** will pay up to the sum insured stated in **your policy schedule** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by an accident happening during the **policy period** anywhere in the world to **your domestic employees** employed in connection with **your home** shown in the **policy schedule**.

The accident must arise in the course of the **domestic employees'** employment for domestic duties or undertaken in connection with **your incidental farming activities** or **home business**.

**We** will not pay for any liability claim arising out of:-

- Amounts **you** are legally liable to pay following any judgment or award given or made outside the courts of Ireland or any member state of the European Union. This exclusion also applies to the enforcement of any such award in a court in Ireland or within the European Union.
- **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 policy period;
- any work **your** employees do for **you** other than domestic duties, **home business** or **incidental farming activities**.

### Acquired Land

Provided that **your main home** is insured under the liability section of this **policy**, **we** will cover **you** or **your family** on the same basis of cover arising from **your** ownership of any newly acquired land within the United Kingdom and Republic of Ireland provided that **you** tell **us** about it within 60 days of the acquisition and pay any additional premium required.

**We** will not pay for any liability claim if

- the land is being used for property development or any business pursuits or activities
- there are **buildings** or structures on the land

### Bank Cards

**We** will pay up to €50,000 per **policy period** for any amount **you** are legally obliged to pay resulting from:

- theft or loss of a bank card issued in **your** name providing that **you** have followed the terms and conditions under which the credit card was issued. A bank card is defined as a credit, debit or charge card belonging to **you** or **your family**

### Charitable Events

**We** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property of others arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for a non-profit making registered charity.

# your liability

## Defective Premises Act

**We** will pay up to the sum insured stated in **your policy schedule** for any damages **you** are legally liable to pay under Irish legislation such as the Occupiers Liability Act 1995, in respect of any private **home you** previously owned or occupied and where no other insurance covers the liability. If this **policy** is terminated, **you** will be insured for a period of seven years from the date of cancellation of this **policy**.

## Directors and Trustees Liability

**We** will pay up to €2,000,000 per occurrence for any legal claim, legal fees, damages and expenses arising out of **your** directorship of, or sitting on the board of trustees for, a registered charity. Any claim for a series of wrongful acts or omissions will be attributable to the same original cause or event.

## Directors and Trustees Liability (continued)

**We** will only pay after all other insurance policies providing cover for the directors of the registered charity referred to in this additional cover have been exhausted.

**We** will not pay for any liability claim resulting from the following:

- claims whereby another insurance **policy** is in place
- claims brought against **you** in, under the jurisdiction of, or subject to the laws of the United States of America or Canada
- fines, penalties or other punitive damages
- injury, sickness, disease or death of any person
- legal claims brought against **you** by any other person included within the definition of **you**
- **you** illegally taking profit or remuneration **you** are not entitled to
- **you** knowingly violating any statute or law
- **your** involvement in any pension scheme or employee benefits programme

## Education Fees

**We** will pay up to a maximum of €50,000 if **you** or **your family** suffer a long-term illness, diagnosed by a medical practitioner and confirmed in writing or suffer an accident resulting in death and as a direct result:

- **you** or **your family** are unable to commence or continue an educational course at any educational institution. **We** will pay for course fees and term-time accommodation which **you** have to pay (or are liable to pay) and which **you** cannot recover; or
- **you** or **your family** are unable to participate in examinations at any educational institution, **we** will pay for the costs that **you** incur if **you** have to undertake an additional year of study so that **you** can retake the same examinations

## Fundraising Events

**We** will pay up to a maximum of €10,000 in total for all claims in the **policy period**, if **you** are unable to take part in a fund-raising event for a registered charity, as the direct result of an unforeseen illness or injury, which is diagnosed by a medical practitioner and confirmed in writing. **We** will pay the registered charity the amount that **your** sponsors do not pay because **you** were unable to take part.

# your liability

## Golf Cover

**We** will cover **you** or **your family** whilst playing or participating in an activity at a golf club anywhere in the world for the following incidents:

### Third Party Damage

**We** will cover damages to another person's property or **bodily injury** caused by **you** or **your family**, irrespective of legal liability.

### Personal Accident

**We** will pay €10,000 for any one incident, if **you** or **your family** suffer injury whilst playing golf and within 12 months of the incident this results in death, loss of limb(s) or loss of eye(s).

## Motorised Land Vehicles

**We** will pay up to the sum insured stated in **your policy schedule** for damages, legal fees and expenses **you** are liable to pay for **bodily injury** or damage to another person's property arising out of the ownership or possession of **motorised land vehicles**.

## Incidental Farming Activities

**We** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property arising from any **incidental farming activities**, including stabling and livery at **your home** provided that **you** are not entitled to indemnity under any other insurance and:
  - the hours worked by an employee do not exceed 1,500 hours per year
  - the total gross annual revenue generated from the raising or caring of animals does not exceed €25,000 or the sale of animals does not exceed 25 animals during the **policy period**
  - the total gross annual revenue generated from horticultural operations does not exceed €10,000

## Unpaid Court Awards

If **you** or **your family**

- suffer **bodily injury** or damage resulting from an occurrence during the **policy period**, which would have been covered under this section
  - have commenced legal proceedings to recover any resultant damages from a third party
- we** will pay up to the sum insured stated in **your policy schedule** for damages awarded to **you** in a court of law in the European Union, if the award is not paid to **you** within six months of the date of the judgement. If **you** receive any damages or costs after **we** have paid **you** under this section, **you** must return the amount to **us**.

**We** will not provide cover if:

- the incident occurred in the course of **your** business, profession or occupation other than **incidental farming activities** or **your home business** activities
- **you** have not notified **us** that **you** intend to commence proceedings and **we** agree to provide cover
- the judgement is not subject to any appeal process
- the judgement debt has been outstanding for over 6 months

# your liability

## Your Liability Exclusions

The following exclusions apply to **Your Liability** section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**.

### Aircraft

**We** will not pay for any liability, legal claims, expenses or costs arising from the ownership, maintenance, use, loading, unloading, or towing of any manned aircraft or civil drones (unmanned aircraft) or any recreational drones (small unmanned aircraft) that are used for commercial purposes or do not comply with the European Union Regulation 2019/947 and any amending regulation other than:

- drones less than 250g owned by you or your family and solely used for hobby or recreational purposes without cameras or sensors

### Business Pursuits

Unless stated otherwise, **we** will not pay for any liability, legal claims, expenses or costs arising from **your** business, profession or trade other than voluntary work for a registered charity, **incidental farming activities** or **home business** activities, or the letting of **your home** provided **you** have told **us** about the letting arrangement prior to the occurrence.

### Fines and Penalties

**We** will not pay for any liability, legal claims, expenses or costs arising from fines, penalties or punitive damages.

### Contractual Liability

**We** will not pay for any liability, legal claims, expenses or costs arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

### Dangerous Dogs

**We** will not pay for any liability, legal claims, expenses or costs arising from ownership of any animal other than domestic pets but excluding **your** ownership, custody or control of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986, the Control of Dogs (Amendment) Act 1992, and any amending legislation if such ownership, possession, use or control is not in accordance with the provisions of such regulation. Horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-Laws as made under the Control of Horses Act 1996 and any amending legislation.

### Director's Liability

**We** do not cover liability, legal claims, expenses or costs arising from **your** role as an officer or member of a board of directors of any corporation or organisation, or as a trustee, unless cover is provided by this **policy** under Directors and Trustees Liability for a registered charity.

### Discrimination

**We** will not pay for any liability, legal claims, expenses or costs arising from actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination as defined by the Equal Status Acts, 2000-2018 and any amending legislation.

# your liability

## Financial Guarantee

**We** will not pay for any liability, legal claims, expenses or costs arising from a guarantee of any financial performance **you** have provided.

## Personal Injury to a Covered Person

**We** will not pay for any liability, legal claims, expenses or costs arising from **bodily injury to you or your family**.

## Motorised Land Vehicles

**We** will not pay for any liability, legal claims, expenses or costs arising from ownership, maintenance, use, loading or unloading of any motorised vehicle that is required to have compulsory motor insurance by law other than **motorised land vehicles**.

This exclusion does not apply to motorised vehicles used on private land and where:

- The motor vehicle is being used for its intended purpose
- Compulsory motor insurance does not apply by law and
- Any such claim is not covered by another insurance **policy**

The most **we** will pay in total for any such claim is €2,000,000 including costs and expenses.

## Professional Services

**We** will not pay for any liability, legal claims, expenses or costs arising from **you** performing or failing to perform professional services for which **you** are legally responsible or licensed.

## Property in Your Care, Custody or Control

**We** do not cover liability, legal claims, expenses or costs arising from damage to property belonging to, or held in trust by, **you** or in **your** care, custody or control.

## Watercraft

**We** will not pay for any liability, legal claims, expenses or costs arising from the ownership, possession or use of any **watercraft** exceeding 26 feet in length or more than 50 horsepower, jet skis, wet bikes or surf jets owned by **you** or any **watercraft** furnished or rented to **you** for longer than 30 days.

## Unlicensed Firearms

**We** will not pay for any liability, legal claims, expenses or costs arising from the ownership, possession or use of any unlicensed firearm.

# family protection

## What is Covered

This section provides the following covers, which occur during the **policy period**:

Accidental **Death** and **Disablement**  
**Active Assailant** and Acts of **Terrorism**  
**Aggravated Assault**  
**Aggravated Burglary**  
**Air Rage** and/or **Road Rage**  
**Carjacking**  
**Kidnap, Hijack, Stalking**

## Accidental Death or Disablement

This covers **you** and **your family** against accidental **death** or **disablement**, which is independent of any illness, disease or other bodily malfunction, as a result of:

- a covered incident of fire within **your home**,
- **active assailant** and acts of **terrorism**,
- **aggravated burglary**,
- **aggravated assault**,
- **carjacking**,
- **kidnap, hijack** or **stalking**.

**death** means **your** clinical death as determined by a qualified medical physician or examiner due to a covered incident or if there has been an absence of communication from the victim for a period of 2 years following the covered incident  
The most **we** will pay is €100,000 for death.

**disablement** means physical injury suffered during the **policy period**, which leads to the following within 1 year of such physical injury:

### Loss of Hearing

Loss of hearing in one or both ears which is confirmed as being total and permanent by a qualified medical practitioner specialising in hearing loss and approved by **us**.

The most **we** will pay is €50,000 for loss of hearing.

### Loss of Limb

Loss of use of an arm, hand, foot or leg, which is confirmed as being total and permanent by a qualified medical practitioner and approved by **us**.

The most **we** will pay is €50,000 for loss of use of one limb or €100,000 for loss of use of two limbs.

### Loss of Sight

Loss of sight in one or both eyes which is confirmed as being total and permanent by a qualified medical practitioner, specialising in the study and treatment of disorders and diseases of the eye and approved by **us**.

The most **we** will pay is €50,000 for permanent loss of sight in one eye or €100,000 for permanent loss of sight in both eyes.

# family protection

## Accidental Death or Disablement

(continued)

### Loss of Speech

Loss of speech which is confirmed as being total and permanent by a qualified medical practitioner, specialising in loss of speech and approved by **us**.

The most **we** will pay is €50,000 for loss of speech.

The most **we** will pay for loss of the combination of loss of limbs, loss of sight, loss of hearing or speech in one incident is €100,000.

## Active Assailant and Acts of Terrorism Assistance

**Active assailant** means a person or group of persons actively engaged with the use of weapons in killing or attempting to kill or cause serious harm or injury to a person or group of persons.

Following an **active assailant** or act of **terrorism** incident, **we** will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to €25,000 per person for **you** or **your family**. The most **we** will pay is €50,000 in respect of costs incurred within one year of the act of **terrorism** or **active assailant** incident and as prescribed by a physician or other authorised mental health professional.
- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is €5,000.
- loss of salary for **you** and **your family** for 60 days following the incident up to €25,000 per person and in excess of any other valid and collectible benefits. The most **we** will pay is €50,000 per incident.
- reasonable costs for travel and temporary accommodation incurred by **you** or **your family** to be located closer to the medical centre/facility where the victim is receiving medical treatment. The most **we** will pay is €5,000.

## Aggravated Assault

An **aggravated assault** means an unlawful threat or act of violence committed against **you** or **your family** by an individual or group of individuals that unlawfully take or attempt to take any possessions whilst **you** or **your family** are away from **your home**.

Following an **aggravated assault** **we** will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to €25,000 per person for **you** or **your family**. The most **we** will pay is €50,000 in respect of costs incurred within one year of the **aggravated assault** incident and as prescribed by a physician or other authorised mental health professional.
- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is €5,000.
- loss of salary for **you** and **your family** for 60 days following the incident up to €25,000 per person and in excess of any other valid and collectible benefits. The most **we** will pay is €50,000 per incident.

# family protection

## Aggravated Burglary

An **aggravated burglary** means an unlawful threat or act of violence committed against **you** or **your family** or **your** visitors by an individual or group of individuals that unlawfully enter **your home**.

Following an **aggravated burglary** **we** will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to €25,000 per person for **you** or **your family**. The most **we** will pay is €50,000 in respect of costs incurred within one year of the **aggravated burglary** incident and as prescribed by a physician or other authorised mental health professional.
- the costs of necessary temporary accommodation for up to seven days and not exceeding €1,500 per incident, in order to carry out security improvements to **your home**, which **we** have agreed in writing.
- costs, fees and expenses for security measures and temporary security guards employed solely for the purpose of protecting **you** and **your family** and/or **your home** following an **aggravated burglary** at **your home**. The most **we** will pay is €10,000 for security expenses and up to €10,000 for security advice per incident.
- up to €10,000 in all, during the **policy period**, for necessary conveyancing, removal and estate agents' fees if, within 6 months of the **aggravated burglary**, **you** feel compelled to move house and had not already planned to do so.
- up to €10,000 for reasonable expenses incurred in paying a reward for information that leads to the arrest and successful conviction of any person(s) who committed the **aggravated burglary** at **your home**. **You**, **your family** or the Gardai are not eligible for this reward.

## Air Rage and/or Road Rage

**Air Rage** means an unprovoked physical violent assault, where **you** are travelling as a passenger on a commercial aircraft and causes **you** or **your family** physical bodily harm.

**Road Rage** means an unprovoked physical violent assault, where **you**, **your family** and/or **your** chauffeur are travelling in a motor vehicle and causes **you**, **your family** and/or **your** chauffeur physical bodily harm.

Following an **air rage** and/or **road rage** **we** will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to €15,000 per person for **you** or **your family**. The most **we** will pay is €30,000 in respect of costs incurred within one year of the **air rage** or **road rage** incident and as prescribed by a physician or other authorised mental health professional.
- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is €5,000.

## Carjacking

**Carjacking** means the use of force, violence or intimidation during the theft or attempted theft of a motor vehicle or property within that vehicle in which **you** or **your family** are travelling.

Following a **carjacking** **we** will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to €25,000 per person for **you** or **your family**. The most **we** will pay is €50,000 in respect of costs incurred within one year of the **carjacking** incident and as prescribed by a physician or other authorised mental health professional.



# family protection

## Carjacking (continued)

- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is €5,000.
- loss of salary for **you** and **your family** for 60 days following the incident up to €25,000 per person and in excess of any other valid and collectible benefits. The most **we** will pay is €50,000 per incident.
- reasonable costs for travel and temporary accommodation incurred by **you** or **your family** to be located closer to the medical centre/facility where the victim is receiving medical treatment. The most **we** will pay is €5,000.

**We** do not cover any claim made for **carjacking** which occurs in a country where the Foreign and Commonwealth Office has advised against all travel and all but essential travel prior to **your** visit.

## Kidnap, Hijack, and Stalking

This covers **you** or **your family** in respect of insured losses of a **kidnap, hijack** or **stalking**, which occur during the **policy period**. The most **we** will pay in total during the **policy period** is €100,000 (including reward) for **kidnap** and **hijack** and €30,000 for a **stalking** incident, inclusive of all fees and expenses.

Specific limits are shown within the individual covers and are not in addition to the amounts shown above. Cover is subject to the terms, general conditions, and general exclusions in this **policy**.

## Definitions applicable to this section

Any words or expressions listed below will carry the same meaning wherever they appear in this section in **bold** and **blue**, unless stated otherwise. Additional definitions can be found in the General **Policy** Definitions.

you/your/your family

This definition includes for the purposes of this section only

1. **You, your, your family** as defined within General **Policy** Definitions
2. Any **domestic employee** who is with **you** or **your family** during a **kidnap** or **hijack**
3. Any person who is involved in the handling or negotiation of a **kidnap** or **hijack**

hijack

The illegal holding of **you** or **your family** for a period of time greater than 3 consecutive hours whilst travelling on or in any aircraft, motor vehicle, train, ship or boat.

informant

A person who provides information not otherwise obtainable in return for the payment of money.

kidnap

The actual or alleged illegal taking captive or abduction of **you** or **your family** by a person or a group of people who demand a **ransom** from **you** or **your family** for their release. **You** are not covered while visiting countries or areas against the recommendation or advice of the Foreign Office or the Department of Health unless **we** give **our** prior written permission.

ransom

Cash and/or saleable goods or services surrendered or to be surrendered by or on behalf of **you** or **your family** to meet a **kidnap** demand.

# family protection

response consultants -  
Schillings

If a **hijack, kidnap, or stalking incident** occurs or is believed to have occurred **you** should contact the **response consultants** on the following 24 hour emergency telephone number(s):

Emergency Helpline:

Calling from inside the Republic of Ireland  
1 800 849074

Calling from outside the Republic of Ireland  
+353 1 800 849074

Website: [www.schillingspartners.com](http://www.schillingspartners.com)

stalking

**Stalking** means persistent and repeated harassment, which restricts **you** or **your family's** freedom or causes alarm or distress to **you** or **your family**. This can be by direct contact with, actual following of, watching or spying on **you** or **your family**, indirect contact via friends and/or family and/or colleagues or any other intrusion into **you** or **your family's** privacy which causes **you** or **your family** to fear for their safety.

## Insured Losses

**We** will provide cover for the following:

Ransom

**ransom** which has been surrendered for a **kidnap**. In the case of saleable goods or services, **we** shall pay the fair market value of the goods or services at the time of surrender based on an independent valuation. The most **we** will pay is €10,000.

Ransom in Transit

The loss in transit of a **ransom** for a **kidnap** while it is being transported to those who have demanded it, by someone authorised by **you** or **your family**. The most **we** will pay is €10,000.

Response Consultants

The fees and expenses of the **response consultants** incurred in respect of a **kidnap** or **hijack** incident.

Stalking

Costs of the services of the **response consultants** for the assessment of a **stalking** threat and the temporary protection of the threatened covered person, starting from the date the **stalking** threat was first reported to **response consultants**.

## Additional Expenses

Reasonable additional expenses necessarily incurred by **you** or **your family** resulting from and for the entire time of a **kidnap, hijack** or **stalking** incident and shall include where detailed:

### a. Travel/Temporary Accommodation

Costs of travel and temporary accommodation incurred by **you** or **your family**, incurred within 60 days of a **kidnap** or **hijack** incident. The most **we** will pay is €10,000 per incident.

### b. Medical Expenses

Fees for independent medical, dental care and any expense of confinement, related professional support and/or counselling up to €25,000 per person for **you** or **your family** within 1 year of the release of **you** or **your family** in the event of **kidnap** or **hijack**. The most **we** will pay is €50,000 per incident.

# family protection

## Additional Expenses (continued)

### c. **Psychiatric Services**

Related psychiatric services up to €10,000 per person for **you** or **your family** for each **stalking** occurrence within one year of the **stalking** threat and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is €20,000 per incident.

### d. **Reward**

Any cash reward paid by **you** or **your family** to an **Informant** for information which helps to resolve the **kidnap** or **hijack**.

### e. **Salary Lost**

Loss of salary for **you** and **your family** for 60 days following the **kidnap**, **hijack** or **stalking** incident up to €25,000 per person and in excess of any other valid and collectible benefits. The most **we** will pay is €50,000 per incident.

### f. **Security Measures**

Costs, fees and expenses of temporary security measures and/or security guards temporarily employed solely for the purpose of protecting **you** and **your family** in the country where a **kidnap** or **hijack** has happened and on the specific recommendation of the **response consultants**.

Costs, fees and expenses of temporary security measures and/or security guards temporarily employed solely for the purpose of protecting **you** and **your family** and/or **your home** following a **stalking** incident.

The most **we** will pay is €10,000 for security expenses and up to €10,000 for security advice per incident.

### g. **Communication Costs**

Costs of communication, communication equipment, recording equipment and advertising. This cover is applicable to a **kidnap** or **hijack** and the most **we** will pay is €5,000.

### h. **Rest and Rehabilitation**

Rest and recuperation expenses that are incurred by the victim, the victim's partner and children within 6 consecutive calendar months following the release of a **kidnap** or **hijack** victim. The most **we** will pay is €15,000 per incident.

### i. **Repatriation/Funeral Costs**

The costs of returning home the body and the costs of burial or cremation following death, as a result of a **kidnap** or **hijack** incident covered by this section.

### j. **Child Care**

The costs of child care incurred by **you** or **your family** as a result of a **kidnap** or **hijack** incident covered by this section. The most **we** will pay is €10,000 per incident.

# family protection

## General Conditions Applicable to Kidnap and Hijack Cover

### Notification of an Incident

When a **kidnap** or **hijack** has happened or is believed to have happened, **you** must:

- inform the **response consultants** and provide whatever information is required as soon as is practicable and **you** shall communicate fully and without exception with the **response consultants** at all times, following the **kidnap** or **hijack**
- inform or allow the **response consultants** to inform the appropriate authorities, responsible for law enforcement in the country where a **kidnap** or **hijack** has happened or is believed to have happened, of the **ransom** demand as soon as is practicable whilst having regard for the personal safety of the victim
- before agreeing to the payment of any **ransom**, make every reasonable effort to determine that the **kidnap** has actually happened and is not a hoax
- be able to show that such **ransom** had been surrendered under duress

## General Exclusions Applicable to Kidnap, Hijack and Stalking Cover

The following exclusions apply to this section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**.

**We** will not cover any claims or loss(es):

- occurring in a country where the Foreign and Commonwealth Office has advised against travel prior to **your** visit
- if it is evident that any **kidnaps** or **hijacks** were carried out in furtherance one of another, they shall be deemed to be connected and constitute a single **kidnap** or **hijack**. Nevertheless, there shall be no coverage in respect of a series of **kidnaps** or **hijacks** the first of which began before the **policy period**
- any ransom surrendered in a face-to-face encounter involving the use or threat of force or violence unless it is surrendered by a person who is in possession of the ransom at that time for the sole purpose of transporting it to pay a previously communicated ransom demand
- arising from the dishonest or criminal acts of **you** or **your family**
- arising from any attempt to defraud **us** by **you** or **your family** whether acting alone or in collusion with others
- of salary unless **you** or **your family** were in full-time salaried employment at the time of the loss
- caused by **you** committing suicide, deliberately injuring yourself or putting yourself in danger
- caused by any person acting on **your** behalf or any person who is known to **you** (or **your** chauffeur in respect of **road rage**)
- to cover expenses for substance abuse treatment unless the substance abuse was directly caused by the incident covered by this section.

In respect of **stalking** the following additional exclusions apply

### a. 'Known' Stalking

A 'known' **stalking** or a series of 'known' **stalkings** which began before the period of insurance. A 'known' **stalking** is an event that has been formally reported to the appropriate law enforcement authorities where the **stalking** happened.

### b. Social Networking/Social Media Stalking

Any activity conducted through a social networking or social media service or online community or network.

# family legal expenses

## This Section

This cover under this section is provided by ARAG Legal Protection Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

## Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in this section in **bold** and **blue**, unless stated otherwise. Additional definitions can be found in the General **Policy** Definitions.

appointed representative

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

ARAG Standard Terms of Appointment

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

costs and expenses

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

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

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

# family legal expenses

countries covered	<ul style="list-style-type: none"><li>• For Insured Incident Contract Disputes. Countries in the European Union (including the Republic of Ireland), the United Kingdom, Channel Islands, Isle of Man, Norway and Switzerland.</li><li>• For Insured Incident Bodily Injury. Worldwide.</li><li>• For all other Insured Incidents. The Republic of Ireland.</li></ul>
identity theft	The theft or unauthorised use of <b>your</b> personal identification which has resulted in the unlawful use of <b>your</b> identity.
insurer	ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.
Personal Injuries Assessment Board (PIAB)	An independent state body which assesses personal injury compensation.
preferred law firm	A law firm <b>we</b> choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with <b>your</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>ARAG Standard Terms of Appointment</b> .
reasonable prospects	<ul style="list-style-type: none"><li>• For civil cases, the prospects that <b>you</b> will recover losses or damages (or obtain any other legal remedy which <b>we</b> have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. <b>We</b>, or a <b>preferred law firm</b> on <b>our</b> behalf, will assess whether there are <b>reasonable prospects</b>.</li><li>• For criminal cases there is no requirement for there to be prospects of a successful outcome.</li><li>• For all civil and criminal appeals the prospect of a successful outcome must be at least 51%.</li></ul>
revenue audit	An examination by the Revenue Commissioners of <b>your</b> self assessment return for income tax or capital gains tax.
we, us, our, ARAG	ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the <b>insurer</b> , ARAG Insurance Company Limited.
you, your	The person who has taken out this <b>policy</b> (the policyholder) and any member of their family who always lives with them. Anyone claiming under this <b>policy</b> must have the policyholder's agreement to claim.

## Our Agreement

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

- **reasonable prospects** exist for the duration of the claim
- the claim is reported to **us** during the **policy period**
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**
- the Insured Incident happens within the **countries covered**

# family legal expenses

## What We Will Pay

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

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

## What We Will Not Pay

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

## What is Covered

This section covers **your costs and expenses** arising from the following Insured Incidents.

### Contract Disputes

**We** will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

- buying or hiring in goods or services
- selling goods

Provided that:

The amount in dispute is more than €150.

The **insurer** will not pay for any claim arising from or relating to:

- a contract regarding **your** trade, profession, employment or any business venture
- construction work on any land, or designing, converting or extending any building where the contract value exceeds €150,000 (including VAT)
- the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- a dispute arising from any loan, mortgage, pension, investment or borrowing
- a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement

# family legal expenses

## Bodily Injury

**We** will negotiate for **your** legal rights in a claim against a party who causes the death of, or bodily injury to **you**. This includes helping **you** to register **your** claim with the **Personal Injuries Assessment Board (PIAB)**.

The **insurer** will not pay for any claim arising from or relating to:

- illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- clinical negligence
- defending **your** legal rights, but defending a counter-claim is covered
- the cost of obtaining a medical report when registering a claim with the **PIAB**

## Clinical Negligence

**We** will negotiate for **your** legal rights where it is alleged that accidental death or bodily injury to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

The **insurer** will not pay for any claim arising from or relating to:

- the alleged failure to correctly diagnose **your** condition
- psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury

## Employment Disputes

**We** will negotiate for **your** legal rights in a dispute relating to **your** contract of employment or future employment.

The **insurer** will not pay for any claim arising from or relating to:

- employers' disciplinary hearings or internal grievance procedures
- any claim relating solely to personal injury

## Property Protection

**We** will:

- negotiate for **your** legal rights in a civil action
- arrange mediation (if appropriate)
- for a dispute relating to physical property (including **your** principal and holiday home) which is legally owned by **you**, or for which **you** are responsible, following:
  - a. an event which causes physical damage to such physical property, provided that the amount in dispute is more than €150
  - b. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of their land, or some right over, or in connection with it)
  - c. a trespass

The **insurer** will not pay for

- any claim arising from or relating to:
  - a. a contract entered into by **you**
  - b. any building or land other than **your** principal or holiday home
  - c. someone legally taking **your** physical property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** physical property by any government or public or local authority
  - d. work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
  - e. mining subsidence
- defending a claim relating to an event that causes physical damage to physical property, but defending a counter-claim is covered
- the first €350 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim



# family legal expenses

## Tax Protection

In the event of a **revenue audit** relating to **your** self-assessment tax return, **we** will negotiate for **you**, and represent **you** in any appeal proceedings.

The **insurer** will not pay for any claim arising from or relating to:

- a claim relating to an off shore account held by **you**
- the tax affairs of a company, or any claim if **you** are self-employed, or a sole-trader, or in a business partnership
- any Revenue Commissioner's audit where **you** have not submitted a self-assessment tax return
- reviews conducted by the Revenue Commissioners as part of its review programmes

## Jury Service and Court Attendance

**Your** absence from work:

- to attend any court or tribunal at the request of the **appointed representative**
- to perform jury service

## Legal Defence

- **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
  - a. **you** being prosecuted
  - b. civil action being taken against **you** under legislation for unlawful discrimination
- **We** will defend **your** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

The **insurer** will not pay for any claim arising from or relating to:

- parking or obstruction offences
- the driving of a motor vehicle by **you** for which **you** do not have valid motor insurance

## Crisis Communication

Following an event that causes **you** significant adverse publicity likely to damage **your** personal or professional reputation, **our appointed representative** will prepare communications on **your** behalf to limit reputational damage.

This includes:

- preparing social media messaging, voice messaging or written statements
- receiving and responding to diverted communications by email or phone
- representing **you** at a media event or preparing **you** for media interview
- managing interaction with media outlets
- liaising with **your** solicitor to draft a media statement or press release. The solicitor could be an **appointed representative** under this section, or a solicitor acting on **your** behalf under another section of this or any other policy

**You** can claim provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

The **insurer** will not pay

- any claim arising from or relating to circumstances where damaging content has not been published or broadcast
- **costs and expenses** in excess of €25,000

# family legal expenses

## Disputes with Domestic Employees

A dispute with **your** domestic employee that arises from:

- their dismissal by **you**
- the terms of a contract of service or service occupancy agreement between **you** and **your** domestic employee
- an alleged breach of **your** domestic employee's legal rights under employment laws

The **insurer** will not pay

- any claim arising from or relating to an appeal against refusal to grant planning permission in order to develop land or property for business or commercial purposes
- **costs and expenses** in excess of €10,000

## Family Legal Expenses Exclusions

The following exclusions below apply to this section only, in addition to General **Policy** Exclusions on pages 17 to 19 of **your policy**.

### Late Reported Claims

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

### Costs We Have Not Agreed

**Costs and expenses** incurred before **our** written acceptance of a claim.

### Court Awards and Fines

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

### Deliberate Acts

A claim intentionally brought about by **you**.

### Legal Action We Have Not Agreed

Legal action that **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

### Defamation

Any claim relating to written or verbal remarks which damage **your** reputation (other than in relation to Insured Incident Crisis Communication).

### Disputes With Us

A dispute with **us** or the **insurer** not otherwise dealt with under the Disputes Condition.

### Judicial Reviews, Inquests, Inquiries and Injunctions

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

### Litigant in Person

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

# family legal expenses

## Family Legal Expenses Conditions

The conditions below apply to this section in addition to General **Policy** Conditions on pages 14 to 16 of **your policy**.

### Your Representation

- On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where the **insurer** is liable to pay a compensation award.
- If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most the **insurer** will pay is the hourly amount the **insurer** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type, the **insurer** will pay up to a maximum of €150 per hour.
- The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

### Your Responsibilities

**You** must:

- co-operate fully with **us** and the **appointed representative**
- give the **appointed representative** any instructions that **we** ask **you** to
- keep to the terms and conditions of this section
- take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything **we** ask for, in writing
- report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need

### Offers to Settle a Claim

- **You** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- If **you** do not accept a reasonable offer to settle a claim, the **insurer** may refuse to pay further **costs and expenses**.
- **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 action. In these circumstances **you** must allow **us** to take over and pursue or settle a claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **your** benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

# family legal expenses

## Assessing and Recovering Costs

- **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- **You** must take every step to recover **costs and expenses** and **PIAB** application fee(s) that **we** have to pay, and must pay **us** any **costs and expenses** and **PIAB** application fee(s) that are recovered.

## Cancelling an Appointed Representative's Appointment

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

## Withdrawing Cover

- If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and the **insurer** will be entitled to reclaim from **you** **costs and expenses** the **insurer** has paid.
- If during the course of a claim **reasonable prospects** no longer exist, the cover **we** provide will end at once. The **insurer** will pay any **costs and expenses** the **insurer** has agreed to, up to the date cover was withdrawn.

## Disputes

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from [info@fsपो.іe](mailto:info@fsपो.іe)

The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

## Expert Opinion

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

## Fraudulent Claims

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

- a claim **you** have made to obtain benefit under this section involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind
- a false declaration or statement is made in support of a claim

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

## Claims Under This Section by a Third Party

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

# family legal expenses

## Other Insurance

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

## Law That Applies

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

## How to Make a Claim

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

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

Email: [claims@arag.ie](mailto:claims@arag.ie)

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

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



# BRIT

Brit Syndicates Limited  
The Leadenhall Building  
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London EC3V 4AB

Registered in England and Wales No. 0824611

[www.britinsurance.com](http://www.britinsurance.com)

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