



Hiscox 606 Home Insurance Ireland
Your policy wording



Home claims - in the first instance you should refer to your insurance agent, otherwise contact Hiscox on:

01 238 1838

For all home related claims enquiries

Approved services

01 238 1839

Access to additional products and services at specially negotiated rates

Security services

01 238 1840

Providing travel security information, emergency response and ID fraud advice

Domestic helpline

1 800 817 106 or 01 238 1841

For 24-hour access to plumbers, roofers, cleaners and other emergency contractors

Travel helpline

01 238 1842

For 24-hour medical emergency assistance when travelling abroad

Counselling helpline

01 238 1843

Confidential counselling service over the phone, provided by DAS Legal Expenses Insurance Company Limited

Family legal and additional helplines

01 238 1846

Access to free legal and health advice, provided by DAS Legal Expenses Insurance Company Limited

Customer services

01 238 1839

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Introduction

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

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

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

A handwritten signature in black ink that reads "Robert Hiscox". The signature is written in a cursive, flowing style.

Robert Hiscox

General terms which apply to the whole of this insurance

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

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

Definitions

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

Act of terrorism

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

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

Amount insured

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

Bank cards

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

Buildings

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

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

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

We do not include within **buildings**:

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

Contents

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

We do not include within **contents**:

- any item used for any business activity, other than office equipment and supplies used in the **home**;
- vehicles licensed for road use, and their keys and accessories;
- any other motorised vehicles, and their keys and accessories, other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs;
- caravans and their accessories;
- trailers, other than trailers and non-motorised horseboxes up to 15 feet or 4.5 metres in length;

General terms which apply to the whole of this insurance

- watercraft and their accessories, other than surfboards, sailboards and rowing boats and dinghies up to 12 feet or 3.6 metres in length;
- aircraft and their accessories;
- **money** or **bank cards** (**money** and **bank cards** are covered separately in Section 2 – Contents, fine art and valuables);
- electronic data other than **your** personal digital data, music, video and photographs stored on **your** personal computer;
- any animal, plant or tree (the cover for **your** garden in Section 2 – Contents, fine art and valuables includes cover for plants and trees); or
- land or water.

Domestic duties	Those duties relating to your home and gardens. Domestic duties does not include the duties of those who are employed to provide care for you .
Domestic employees	Any person working for you in connection with domestic duties or incidental farming duties who is: <ol style="list-style-type: none"> 1. employed by you under a contract of service; or 2. self-employed and working on a labour only basis under your control or supervision.
Endorsement	A change to the terms of the policy agreed by us in writing.
Excess	The amount for which you are responsible as the first part of each agreed claim.
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including: <ul style="list-style-type: none"> • furniture; • paintings, drawings, etchings, prints and photographs; • tapestries and rugs; • manuscripts; • porcelain and sculpture; • stamps or coins forming part of a collection; • gold, silver, and gold- and silver-plated items; • clocks and barometers; all of which belong to you or for which you are legally responsible. We do not include valuables within fine art . We do not cover fine art which is business property.
Fixtures and fittings	All items that are fixed to and form part of the structure of your home including: <ul style="list-style-type: none"> • decorations including wall paper, murals and stencilling; • bathroom suites; • fitted kitchens; • flooring.
Heave	The upward movement of the ground beneath the buildings as a result of the expansion or swelling of the subsoil.
Home	The house or flat at the address shown in your schedule , including the outbuildings and garages used for domestic, home office business or incidental farming purposes at the same address.

General terms which apply to the whole of this insurance

Home office business	Office work carried out in your home by you or your employees, provided that you do not employ more than five people for that work. Office work means clerical and administration work only. It does not include any kind of manual work or the use of any machinery other than office equipment.
Incidental farming	Farming, including livery (looking after horses), carried out by you on a part-time basis at the address shown in the schedule , as long as any people you employ for this purpose do not work more than 1,000 hours between them during the period of insurance .
Landslip	Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.
Money	Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings stamps and certificates, premium bonds or other negotiable documents.
Normal settlement	The downward movement of the ground beneath the buildings as a result of the soil being compressed by the weight of the buildings .
Outbuildings	Any permanent structure used for domestic home office business or incidental farming purposes within the grounds of your home which is not attached to the main building, greenhouses, garages used for domestic purposes, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences all at the address shown in the schedule and which belong to you or for which you are legally responsible.
Outdoor items	Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.
Period of insurance	The time for which this policy is in force as shown in your schedule .
Policy	This insurance document and the schedule , including any endorsements .
Protected structures	A structure included within a planning authority's Record of Protected Structures.
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Subsidence	The downward movement of the ground beneath the buildings other than by normal settlement .
Tenant's improvements	Improvements you have made to the fixtures and fittings and any radio and television aerials, satellite dishes and their fittings and masts that belong to you or for which you are legally responsible. This applies where you do not own or are not responsible for insuring the buildings.
Unfurnished	The home is not furnished. Furnished means equipped with kitchen appliances, fixtures and fittings , curtains, carpets, beds and furniture essential for modern living.
Unoccupied	The home has not been lived in for 60 days in a row by you .
Valuables	Jewellery, gemstones, watches, furs and guns, which belong to you or for which you are legally responsible.
We, us, our	The insurer named in the schedule .
You, your	For Sections 1, 2, 3, 5 and 6 the person named as the insured in the schedule and all permanent members of that person's household including domestic employees who live in the home . For Section 4 you, your means only those people named in the schedule for travel cover.

General terms which apply to the whole of this insurance

General conditions	The following conditions apply to the whole of this policy . Any extra conditions are shown in the sections to which they apply.
Information	<p>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.</p> <p>You must tell us, as soon as possible, if there are any changes to the information you have given us. If you are in any doubt, please contact your insurance agent.</p> <p>When we are notified of a change we will tell you if this affects your policy. For example we may cancel your policy in accordance with the cancellation condition, amend the terms of your policy or require you to pay more for your insurance.</p> <p>If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.</p>
Misrepresentation	<p>If we establish that you deliberately or recklessly provided us with false information we will treat this insurance as if it never existed and decline all claims.</p> <p>If we establish that you were careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:</p> <ul style="list-style-type: none"> • treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; • amend the terms of your 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 that the premium you have paid bears to the premium we would have charged you; • cancel your policy in accordance with the cancellation condition. <p>We or your insurance agent will write to you if we:</p> <ul style="list-style-type: none"> • intend to treat this insurance as if it never existed; • need to amend the terms of your policy; or • require you to pay more for your insurance.
False claims	If you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.
Unoccupied and/or unfurnished home	You must tell us if your home is, or is likely to be, unoccupied or unfurnished . We may then amend the terms of this policy .
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €100,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we may not have to pay any claim caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Premium payment	<p>We will not make any payment under this policy unless you have paid the premium due to us.</p> <p>If you make a claim under this insurance we will keep the premium that is due to us. If you are paying your premium by instalment we will ask you to either continue paying your premium by instalment or we may deduct any outstanding instalment from any claim payment we have agreed to make.</p>

General terms which apply to the whole of this insurance

Full value	<p>You must ensure that the amount insured represents the full value of the property insured.</p> <ol style="list-style-type: none">1. For buildings, the full value is the estimated cost of rebuilding the buildings to the same specification, including fees and expenses involved in such rebuilding, (this is not the same as the market value).2. For tenant's improvements, the full value is the cost to repair or replace as new.3. For contents, the full value is the current cost as new.4. For fine art and valuables that are not listed individually in a specification held by us or your insurance agent, the full value is the replacement cost or current market value, whichever is the greater.
Indexation	<p>We will adjust the amount insured for buildings, contents, fine art and valuables each month according to an appropriate index. We will not increase your premium for this during the period of insurance. However you should check your amounts insured when you renew your policy, to make sure that they reflect the full value.</p>
Reasonable care	<p>You must:</p> <ol style="list-style-type: none">1. take reasonable steps to prevent accident or injury and protect your property against loss or damage; and2. keep your property in good condition and repair. <p>If you make a claim under this insurance and we determine that the loss, damage, liability, cost or expense that has resulted in a claim has been caused or adversely impacted directly by your failure to comply with your obligations under this condition, we may refuse or withdraw from the claim or reduce the amount of any payment we make for the claim.</p>
Cancellation	<p>You may cancel this policy by writing to us:</p> <ol style="list-style-type: none">1. within 15 days from the start of this insurance or the date of receipt of your policy, whichever the later, and receive a full premium refund if you have not made a claim, or2. at any time after the first 15 days from the start of this insurance or receipt of the policy documents, whichever the later and we will return any premium you have paid for any period of insurance left provided you have not made a claim. <p>We may cancel this policy by sending you 30 days' notice by recorded post to your correspondence address shown in the schedule. We will only do this for a valid reason. We will return any premium you have paid for any period of insurance left. However, we will not return any premium if the amount is less than the minimum refund shown in the schedule or you have made a claim.</p> <p>If you pay the premium by instalments and an instalment remains unpaid after 15 days, we may cancel this policy from the date the last instalment was due. Before we cancel your policy we will write to you in order to give you the opportunity to pay any premium due to us.</p>
Third parties	<p>You and we are the only parties to this policy. Nothing in this policy is intended to give any other person any right to enforce any term of this policy.</p>
Joint insureds	<p>The most we will pay is the relevant amount insured.</p> <p>If there is more than one insured named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p>
Governing law	<p>This insurance is governed by the laws of Ireland. Any dispute arising out of or relating to this insurance, including over its construction and validity, will be referred to a single arbitrator in Dublin in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.</p>

General terms which apply to the whole of this insurance

What to do when a loss occurs

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

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

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

How to make a claim

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

You must:

- a. prove the loss or damage has happened and give **us** all the co-operation **we** need to investigate **your** claim;
- b. give **us** reasonable evidence of value for all items involved in a claim.

Temporary emergency repairs

If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done as soon as possible. Keep the bills because they may form part of **your** claim.

If **you** would like assistance, please call **our** 24-hour emergency helpline on 1800 817 106.

Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

Injury to someone or damage to their property

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

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

Recovering a loss payment

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

Our claims promise

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

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

General terms which apply to the whole of this insurance

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

This insurance does not cover the following.

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

Section 1: Buildings and tenant's improvements

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

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

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

What is covered

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

How much we will pay

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

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

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

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

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

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

Extended replacement cost

This does not apply to **protected structures**.

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

Other cover

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

Buying a new home

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

Section 1: Buildings and tenant's improvements

Selling your home	If you are selling the buildings covered under this section, we will cover the buildings for the buyer from the time you exchange contracts to the time the sale is complete, but only within the period of insurance . However, we will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance.
B.	We will also include the following covers. However, these additional covers do not apply in respect of 'Selling your home' or premises insured under 'Buying a new home'.
Alternative accommodation	We will cover your reasonable and necessary costs for alternative accommodation, which we have agreed to in advance, while your home cannot be lived in because of physical loss or physical damage we have agreed to pay for under this section. This includes accommodation for your domestic pets and horses. We will not pay for alternative accommodation for more than three years.
Carpets, curtains and appliances	If your home is rented out unfurnished , we will also insure your carpets, curtains and domestic appliances under this section against physical loss or physical damage occurring during the period of insurance , provided they are not insured elsewhere. We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. The most we will pay in total for each incident of loss is €7,500.
Denial of access	We will cover your reasonable and necessary costs for alternative accommodation, which we have agreed to in advance, if a local authority or emergency service prohibits you from living in your home as a result of physical loss or physical damage to a neighbouring property. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the loss or damage occurred to your home . This cover includes accommodation for your domestic pets and horses. We will not pay for alternative accommodation for more than one year.
Domestic utility expenses	If we have agreed to pay your claim for physical loss or physical damage to the solar panels attached to your home or wind turbines at the address shown in the schedule , we will also pay you for the loss of income which would have been payable to you from your energy supplier had such a loss not occurred. This cover will start from the date on which physical loss or physical damage happens and will continue until such time as you are able to generate your own electricity, but for no longer than 45 days.
Emergency access	We will pay up to €3,000 towards the cost of repairs following forcible access to your home due to a medical emergency or to mitigate physical loss or physical damage insured under this section.
Emergency closure	We will cover your reasonable and necessary costs for alternative accommodation as a result of a local authority or emergency service prohibiting you from living in your home or issuing an instruction for you to leave your home . We will not pay for alternative accommodation if: 1. we have agreed to pay for alternative accommodation following damage to neighbouring premises; 2. you are prevented from living in your home for less than 24 hours. The most we will pay in total for each incident of loss is €1,200.

Section 1: Buildings and tenant's improvements

Environmental upgrades	<p>If we have agreed your claim for physical loss or physical damage under this section and as part of the agreed repair costs you decide to install a solar, wind or geothermal power generating system to your home, we will pay towards the cost of installing such a system. We will only do this if:</p> <ol style="list-style-type: none"> 1. the heating system at the home is physically damaged and such damage is part of the loss or damage we have agreed to pay under this section; 2. the covered loss we have agreed to pay is more than €12,000; and 3. at the time of loss, there is no solar, wind or geothermal power generating system installed at your home. <p>The most we will pay in total during the period of insurance is €6,000 or 10% of the insured cost of repairs to the damaged property, whichever the lesser.</p>
Finding a leak	<p>We will pay the costs incurred to find and access the point of escape of:</p> <ol style="list-style-type: none"> 1. a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system, which is likely to cause insured damage to the buildings, contents or fine art; 2. a water leak from the underground service pipes serving your home for which you are legally responsible outside the home but at the address shown in the schedule. <p>The leak must happen during the period of insurance. The most we will pay is the amount insured for the buildings.</p>
Fire Brigade charges	<p>We will pay up to €10,000 in total during the period of insurance in respect of charges levied by The Fire Authority in controlling or extinguishing a fire at your home in circumstances which have given rise to or, but for the action of The Fire Authority, would have given rise to physical damage insured under this policy.</p>
Fly tipping	<p>We will pay up to €60,000 in total during the period of insurance to cover the reasonable and necessary costs incurred by you in removing rubbish and waste material which has been deposited on your land at the address shown in your schedule without your permission.</p>
Garden	<p>We will pay to restore your garden only if it is damaged during the period of insurance by:</p> <ol style="list-style-type: none"> 1. fire; 2. lightning; 3. collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or 4. theft or vandalism. <p>We will not pay more than €3,000 to remove or replace any one tree, shrub or plant. The most we will pay in total during the period of insurance is 10% of the buildings amount insured, unless a higher amount is shown in the schedule.</p>
Home upgrades	<p>If we have agreed your claim for physical loss or physical damage caused by the escape of water or flood, we will also pay towards the cost of improvements intended to mitigate or prevent a future occurrence of the same loss. We will only do this if the covered loss we have agreed to pay is more than €12,000.</p> <p>The most we will pay for each incident of loss is €6,000 or 10% of the insured cost of repairs to the damaged property, whichever the lesser.</p>
Rent owed to you	<p>We will pay for rent which you cannot recover as landlord while your home cannot be lived in because of physical loss or physical damage for which we have agreed to pay under this section.</p>

We will not pay rent for more than three years.

Section 1: Buildings and tenant's improvements

Replacement locks

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

What is not covered

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

We do not cover the following.

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

Section 2: Contents, fine art and valuables

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

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

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

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

What is covered

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

How much we will pay

Contents

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

Specific limits

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

1. **valuables**, gold, silver, and gold- and silver-plated items is €7,500;
2. **outdoor items** is up to the **contents amount insured**;
3. rowing boats, dinghies and sailboards is €12,000;
4. trailers and non-motorised horseboxes is €12,000;
5. quad bikes, motorbikes and golf buggies is €12,000;
6. retrieving **your** personal digital data and digital photographs or digital video from **your** computer is €12,000;
7. replacing **your** personal digital music and digital video downloaded to **your** computer is €12,000;
8. Home office supplies is €12,000.

Fine art and valuables

Items, pairs and sets worth more than €37,500 each for **fine art** and more than €20,000 each for **valuables** must be specified individually.

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

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

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

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

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

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

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

Section 2: Contents, fine art and valuables

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

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

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

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

- €37,500 for **fine art**;
- €20,000 for **valuables**.

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

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

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

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

Other cover

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

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

We will only do this if:

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

For the purpose of this extension:

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

Alternative accommodation

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

We will not pay for alternative accommodation for more than three years.

Section 2: Contents, fine art and valuables

Book debts	<p>We will pay you up to €12,000 for amounts owed to you which you are unable to recover as a direct result of physical loss of or physical damage to your home office business accounts records during the period of insurance, provided the loss or damage is covered under this section.</p>
Business records	<p>If your home office business records and electronic data are lost or damaged as a result of physical loss or physical damage covered under this section, we will pay up to €12,000 for the reasonable and necessary cost of reconstituting the data you need to continue your business.</p> <p>We will not pay for the value to you of the lost information.</p>
Death of the artist	<p>We will increase the insured value of any item listed in the specification for fine art by up to 100% if the artist dies during the period of insurance. We will only do this for the six months immediately following the death of that artist and provided you can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. You must be able to prove the increased value if you make a claim for that item.</p> <p>We will also reimburse you for any costs or expenses you have paid but are unable to recover on works of fine art commissioned by you which remain incomplete at the time of the artist's death. We will only do this if the artist dies during the period of insurance and you are legally entitled to a refund of such costs or expenses.</p> <p>The most we will pay for any increase in value or irretrievable costs or expenses is €150,000 in total during the period of insurance.</p> <p>If you are unable to provide evidence of the costs or expenses that are legally due to you or a professional valuation or purchase receipt and proof of increased value then this extension will not apply.</p>
Defective title	<p>If, during the period of insurance, someone claims that an item of specified fine art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the specification if this is less. We will only do this if:</p> <ol style="list-style-type: none"> 1. you bought the item during the period that the fine art has been insured with us; 2. you tell us about the claim during the period of insurance; and 3. you made reasonable enquiries about the item's provenance before you bought it. <p>The most we will pay in total during the period of insurance is €100,000.</p> <p>We do not cover any items you inherit or that were given to you.</p>
Denial of access	<p>We will cover your reasonable and necessary costs for alternative accommodation, which we have agreed to in advance, if a local authority or emergency service prohibits you from living in your home as a result of physical loss or physical damage to a neighbouring property. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to your home. This cover includes accommodation for your domestic pets and horses.</p> <p>We will not pay for alternative accommodation for more than one year.</p>
Domestic heating fuel and metered water	<p>We will pay up to the amount insured for contents for any accidental loss of:</p> <ol style="list-style-type: none"> 1. domestic heating fuel from your fixed heating fuel tank; 2. metered water; <p>occurring during the period of insurance.</p> <p>We will not pay for loss of metered gas.</p>

Section 2: Contents, fine art and valuables

Emergency closure

We will cover **your** reasonable and necessary costs for alternative accommodation as a result of a local authority or emergency service prohibiting **you** from living in **your home** or issuing an instruction for **you** to leave **your home**.

We will not pay for alternative accommodation if:

1. **we** pay for alternative accommodation under Section 1 of this **policy** as a result of the same incident;
2. **we** have agreed to pay for alternative accommodation following damage to neighbouring premises.
3. **you** are prevented from living in **your home** for less than 24 hours.

The most **we** will pay in total for each incident of loss is €1,200.

Extended replacement cost

If **you** have had a professional valuation carried out on **your contents** within the last three years and the **amount insured** reflects this valuation, the **contents** are insured on an increased value basis. This means that **we** will pay the full cost of replacing or repairing any damage, even if it is more than the **amount insured**. **We** will only do this if **you** tell **us** about any additions since the valuation was carried out and **you** amend the **amount insured** to reflect this. In no event will **we** pay more than an additional 25% of the **amount insured** in total for each incident of loss.

Freezer contents

We will pay up to the **amount insured** for **contents** for the costs involved in replacing the contents of **your** freezer or refrigerator as a result of physical loss or physical damage covered under this section. This cover is not subject to an **excess**.

Garden

We will pay to restore **your** garden only if it is damaged during the **period of insurance** by:

1. fire;
2. lightning;
3. collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or
4. theft or vandalism.

We will not pay more than €3,000 to remove or replace any one tree, shrub or plant. The most **we** will pay in total during the **period of insurance** is 10% of the **contents amount insured**, unless a higher amount is shown in the **schedule**.

We will not pay for trees, shrubs and plants under this section if **we** pay to restore **your** garden under Section 1 of this **policy** as a result of the same incident.

Home upgrades

If **we** have agreed **your** claim for physical loss or physical damage caused by the escape of water or flood, **we** will also pay towards the cost of improvements intended to mitigate or prevent a future occurrence of the same loss. **We** will only do this if the covered loss **we** have agreed to pay is more than €12,000.

The most **we** will pay for each incident of loss is €6,000 or 10% of the insured cost or repairs to the damaged property, whichever the lesser.

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

Hole in one

We will pay **you** up to €600 towards the cost of celebrating **your** 'hole in one' during an official golf competition round during the **period of insurance**.

We will only pay **your** claim if **you** provide **us** with **your** scorecard and certification form signed by **your** club or match secretary.

The most **we** will pay in total for all such claims covered during the **period of insurance** is €3,500.

Section 2: Contents, fine art and valuables

Increased cost of working	<p>We will pay you for your increased cost of carrying on your home office business caused only and directly by the following:</p> <ol style="list-style-type: none"> 1. physical loss of or physical damage to your buildings or contents which is covered under this insurance; 2. an accidental failure in the supply of gas, water, electricity, telephone or internet service to your home for more than 72 consecutive hours during the period of insurance. <p>This cover will start from the date on which the physical loss or physical damage happens or the service interruption starts. It will continue until you are able to start work at your home again but for no longer than 12 months.</p> <p>The amount we pay will be the extra necessary and reasonable costs you have to pay to continue your home office business, less any savings which result from the reduced costs and expenses during the time your work is interrupted. The most we will pay is €30,000.</p> <div style="background-color: #f0f0f0; padding: 5px;"> <p>We do not cover any increased cost of carrying on your home office business directly or indirectly caused by or resulting from an act of terrorism.</p> </div>
Marquees	<p>We will insure a marquee that you hire temporarily while it is at the premises shown in the schedule against physical loss or physical damage covered under this section which happens during the period of insurance, provided it is not insured elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.</p> <p>The most we will pay in total for each incident of loss is €50,000.</p>
Money and bank cards	<p>Your money and bank cards are insured against physical loss or physical damage covered under this section which happens during the period of insurance anywhere in the world.</p> <p>We will pay any amounts which you legally have to pay if your bank cards have been used without your permission after they have been lost or stolen, provided you follow all the terms under which the bank cards were issued.</p> <p>The most we will pay for bank cards, including unauthorised use, in total for each time your bank cards are lost or stolen is €50,000.</p> <p>The most we will pay for money in total for each incident of loss is €8,500.</p>
New possessions	<p>We will allow an increase in the amounts insured for contents, fine art and valuables of up to 25% for each category to cover any items you acquire during the period of insurance. We will only do this if you tell us about the new possession within 90 days of acquisition and pay an extra premium. This applies separately to each insured location.</p> <p>Any items that are only intended to be in your possession for a short time, such as presents for other people, are covered automatically for up to 90 days, as long as they do not increase the amount insured for contents by more than 25%.</p>
Personal documents	<p>We will pay up to the amount insured for contents for the costs involved in replacing or reconstituting personal documents or title deeds, as a result of physical loss or physical damage covered under this section.</p>
Personal property of visitors and domestic employees	<p>We will insure the personal property belonging to your visitors and domestic employees who do not live in the home against physical loss or physical damage covered under this section occurring in the home during the period of insurance. The most we will pay is the amount insured for contents or any relevant specific limit.</p>
Rent owed to you	<p>We will pay for rent which you cannot recover as landlord while your home cannot be lived in because of physical loss or physical damage we have agreed to pay for under this section.</p> <div style="background-color: #f0f0f0; padding: 5px;"> <p>We will not pay rent for more than three years.</p> </div>
Rent you owe	<p>We will pay for rent which you have to pay as a tenant while your home cannot be lived in because of physical loss or physical damage we have agreed to pay for under this section.</p>

Section 2: Contents, fine art and valuables

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

Replacement locks

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

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

Residential care

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

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

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

What is not covered

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

We do not cover the following.

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

Section 3: Your liabilities

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

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

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

1. Your liability to other people

What is covered

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

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

- b. **Your** personal liability

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

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

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

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

Other cover

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

Newly acquired land

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

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

Section 3: Your liabilities

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

Court awards you cannot recover

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

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

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

What is not covered

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

We do not cover the following.

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

Section 3: Your liabilities

- a. **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
- b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

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

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

2. Your liability to your employees

What is covered

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

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

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

What is not covered

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

We do not cover the following.

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

Section 4: Travel

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

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

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

Extra definitions

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

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

You, your, yourself Those people named in the **schedule** for travel cover.

Extra conditions

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

Department of Foreign Affairs website: www.foreignaffairs.gov.ie

Department of Health website: www.dohc.ie

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

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

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

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

What is covered and how much we will pay

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

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

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

We will not cover:

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

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

Section 4: Travel

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

Section 4: Travel

Cancellation

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

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

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

Curtailment

We will reimburse **you** up to the **amount insured** for the reasonable extra travel and accommodation expenses and unused pre-booked activities and excursions **you** have paid or legally have to pay and which cannot be recovered if the **insured trip** is cut short.

3. Missed travel arrangements

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

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

We will not make any payment for:

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

4. Travel delay

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

We will not make any payment for:

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

5. Enforced extended stay

Extra accommodation

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

Section 4: Travel

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

- Extra travel expenses **We** will reimburse **you** up to the **amount insured** for the reasonable extra travel expenses which are necessarily incurred by **you** in order to return **home** at the end of an **insured trip** if the departure date of the scheduled transport on which **you** are booked to travel has been delayed for longer than 72-hours as a direct result of an **insured peril** (or is confirmed in writing by the travel company or travel operator to be delayed for such period).
- We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.
6. Temporary loss of baggage If **your** baggage is temporarily lost for more than eight hours from the time of arrival on **your** outward journey **we** will pay up to the **amount insured** towards the cost of buying or hiring essential and reasonable replacement items.
7. Travel documents If **you** lose or accidentally damage **your** essential travel documents during an **insured trip**, **we** will pay the cost of replacing them and reimburse **you** for the reasonable and necessary travel and accommodation expenses **you** incur in doing so.
- The most **we** will pay is up to the **amount insured**.
8. Hi-jack and kidnap **We** will pay up to the **amount insured** for each complete day that **you** are detained as the result of a **hi-jack** or **kidnap** which starts during an **insured trip**.
9. Sports activity extension **We** will cover the following:
- Equipment hire **We** will pay the reasonable cost of hiring replacement equipment up to the amount shown in the **schedule** if **your** skis, snowboard, poles, ski boots, golf clubs, pedal cycles or scuba equipment are accidentally damaged, stolen or temporarily lost for more than eight hours during the **insured trip**.
- Sports package If **you** are unable to ski, snowboard, cycle, scuba dive or play golf due to illness or an injury during an **insured trip** and **you** have made a claim for medical expenses under this section for that illness or injury, **we** will pay up to the amount shown in the **schedule** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused ski pass, green fees, equipment hire, excursion, tuition or guide.
- Piste closure **We** will pay up to the amount shown in the **schedule** for the reasonable extra travel expenses that **you** have to pay in order to reach the nearest alternative skiing area if all the winter sports facilities at **your** pre-booked resort are closed during an **insured trip** and no alternative area is available within **your** ski pass area.
- We** will not make any payment for:
1. piste closure when **you** are on an **insured trip** which starts or ends outside that resort's declared ski season.
 2. piste closure where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslide had occurred at **your** intended resort.
10. Personal accident **We** will pay **you** the benefit shown in the **schedule** if **you** suffer **accidental bodily injury** during an **insured trip** which directly results in **your** death, **loss of limb**, **loss of eye** or **permanent total disablement** within 12 calendar months of the date of the accident.
- The most **we** will pay in all in respect of one **accidental bodily injury** is the amount of the benefit shown in the **schedule**.

Section 4: Travel

What is not covered

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

We will not make any payment for:

1. the **excess** shown in the **schedule** for medical expenses, emergency travel expenses, repatriation expenses and cancellation and curtailment.
2. loss arising from any trip within Ireland unless **you** have pre-booked accommodation or travel and the trip is for a minimum of two nights. However, this exclusion does not apply to the cover for medical expenses.
3. any travel, accommodation, activity or excursion expenses which any transport company, tour operator, travel association or financial protection scheme has agreed to pay or is obliged to pay.
4. any trip that:
 - a. is for the purpose of having medical or surgical treatment;
 - b. is booked or made by anyone who is under 16 years old at the start of the trip unless he or she is on an organised school trip or is to be accompanied for the whole trip by an adult.
5. cancellation or curtailment of any trip because of a medical condition, unless **you** provide a doctor's certificate to support **your** claim.
6. any claim:
 - a. for medical expenses arising out of a medical condition:
 - i. which **you** knew about at the time the **insured trip** was booked or began;
 - ii. for which **you** are awaiting tests or the results of such tests when **you** booked or began the **insured trip**;
 - iii. for which **you** are scheduled to undergo treatment for such condition when **you** booked or began the **insured trip**;

unless the condition is normally stable, under control and **you** have not been required to have more than one check-up or in-patient treatment, or emergency medical care in the preceding 12-months.
 - b. arising out of a medical condition where **you** have been advised not to travel by **your** medical practitioner;
 - c. arising out of a set of circumstances which **you** knew about or could reasonably be expected to have known about at the time the **insured trip** was booked or **your** travel cover came into effect unless **you** could not reasonably have expected such circumstances to result in a claim;
 - d. resulting from any emotional or psychiatric disorder or condition;
 - e. resulting from **you** taking or using drugs or controlled substances, other than drugs prescribed by **your** doctor and used in accordance with **your** doctor's instructions;
 - f. resulting from **you** committing suicide, deliberately injuring **yourself** or putting **yourself** in unnecessary danger, unless trying to save a human life;
 - g. resulting from any criminal act by **you**.
7. the cost of any medication **you** need and were taking before the start of the **insured trip**.
8. any claim resulting from **you** taking part in any hazardous activity which is known to carry an increased risk of personal injury. A hazardous activity includes but is not limited to the following:
 - a. free-style skiing, ski jumping, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools);
 - b. off-piste skiing unless **you** are accompanied;
 - c.
 - i. any unaccompanied dive;
 - ii. any dive involving visits to wrecks or caves;

Section 4: Travel

- iii. any dive beyond 30 metres in depth; or
 - iv. any other scuba diving activities unless **you**:
 - a) hold the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follow the relevant Club or Association rules and guidelines at all times; or
 - b) dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
 - d. potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping;
 - e. white-water rafting unless **you** are accompanied by a suitably qualified guide in rapids classified Grade 3 and below;
 - f. any kind of race (other than on foot or swimming) or any endurance test.
9. any claim resulting from **you** taking part in:
- a. any sporting activity for gain or reward;
 - b. armed forces activities including operations, exercises or training;
 - c. flying as a pilot or any other aerial activities other than travel by air as a passenger.
10. any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.

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

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

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

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

Section 5: Family protection

You are automatically covered by this section.

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

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

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

Extra definitions

Additional costs	<ol style="list-style-type: none"> 1. Costs of your own travel and accommodation during the period of the kidnap. 2. Costs of medical expenses incurred as a direct result of a kidnap. 3. A reward agreed by us which you pay to an informant for information which leads to the resolution of a kidnap. 4. Reasonable rest and rehabilitation expenses you, as the victim of a kidnap, or your family incur following your return. 5. Funeral expenses or the cost of transporting your remains to your home if you, as the victim of a kidnap, die as a direct result of a kidnap.
Air rage	A violent and unprovoked physical attack against you during the period of insurance by a person unknown to you while you are occupying an aircraft as a passenger.
Control Risks	Crisis management consultants recommended by us .
Disablement	Physical injury suffered during the period of insurance which results in the permanent and total loss of: <ol style="list-style-type: none"> 1. sight in an eye; 2. hearing; 3. use of a complete arm, hand, foot or leg; 4. speech; <p>within 12 calendar months of such physical injury.</p>
Hijack	The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which you are travelling.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Kidnap	The illegal taking and holding captive of you by people who then demand a ransom , from your assets, as a condition of your release.
Medical expenses	<p>The costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges. This includes dental expenses incurred in an emergency for immediate pain relief.</p> <p>We do not include within medical expenses:</p> <ol style="list-style-type: none"> 1. any costs incurred more than 12-months after the date you were first injured or first became ill; 2. the costs of any psychiatric services.

Section 5: Family protection

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

Section 5: Family protection

intimidation by a person who illegally enters **your home** or temporary place of residence. **We** will only provide this cover if **you, your visitors or domestic employee's** death or **disablement** occurs within 12 months of such physical injury.

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

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

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

Air rage or hijack

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

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

Car jacking

We will cover **you** against:

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

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

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

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

Identity fraud

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

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

Section 5: Family protection

4. **your** lost earnings because **you** have to take time off work to talk to the Gardai, financial institutions or credit agencies.

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

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

Kidnap and ransom

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

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

We do not cover the following:

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

Road rage

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

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

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

Stalking threat

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

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

Section 5: Family protection

How much we will pay

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

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

Specific limits

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

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

Section 6: Family legal protection

You are automatically covered by this section.

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

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

How we can help	<p>You can phone us at any time on 01 238 1846 to receive legal advice or to make a claim under this section. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams, and explain what to do next.</p> <p>If you prefer to report your claim in writing, you can send it to the Claims Department at the following address: Claims Department, DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Street, Dublin 2.</p>
When we cannot help	<p>Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.</p>

Extra definitions

Appointed representative	The preferred law firm , law firm, accountant or other suitably qualified person we will appoint to act on your behalf.
Costs and expenses	<ol style="list-style-type: none">All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim.
Date of occurrence	<ol style="list-style-type: none">For civil cases (except under Insured Incident 5 – Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.For criminal cases, the date of occurrence is when you began or are alleged to have begun to break the criminal law in question.For full enquiries (Insured Incident 5 – Tax Protection), the date of occurrence is when the Revenue Commissioner first notifies in writing the intention to make enquiries.
Preferred law firm	A law firm or barristers' chambers we choose to provide legal services.
Reasonable prospects	For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.
Revenue audit	An examination by the Revenue of your self-assessment return for income tax or capital gains tax.
Secondary home	Private dwellings and/or private land in Ireland which is owned by you .
Territorial limit	<ol style="list-style-type: none">For Insured Incident 3 – Bodily Injury: anywhere in the world.For all other Insured Incidents: Ireland.

Section 6: Family legal protection

Extra conditions

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

Section 6: Family legal protection

What is covered

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

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

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

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

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

How much we will pay

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

Insured incidents we will cover

Insured incident 1 –
Employment disputes

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

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

We do not cover any claim relating to the following.

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

Insured incident 2 –
Contract disputes

We will negotiate for:

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

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

We do not cover any claim relating to the following.

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

Section 6: Family legal protection

Insured incident 3 –
Bodily injury

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

We do not cover any claim relating to the following.

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

Insured incident 4 –
Property protection

We will:

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

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

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

We do not cover:

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

Insured incident 5 –
Tax protection

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

We do not cover any claim relating to the following.

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

Insured incident 6 –
Legal defence

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

We do not cover any claim relating to the following.

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

Section 6: Family legal protection

Insured incident 7 –
Attendance expenses

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

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

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

What is not covered

We do not cover the following.

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

Helpline services

We provide these services 24-hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls, other than for the Counselling Services.

When phoning, please tell **us your** policy number. Please do not phone **us** to report a general insurance claim.

Legal advice service

We will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of Ireland and the United Kingdom.

Health and medical

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

TO CONTACT THE ABOVE HELPLINE SERVICES, PLEASE PHONE: 01 238 1846

Counselling

We will provide **you** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

TO CONTACT THE COUNSELLING HELPLINE, PLEASE PHONE: 01 238 1843

Domestic assistance

We will arrange help or repairs needed if **you** have a domestic emergency in **your home** such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help but **you** must pay the contractors costs including any call out charges.

**TO CONTACT THE DOMESTIC ASSISTANCE HELPLINE, PLEASE PHONE:
1800 817 106 or 01 238 1841**

We will not accept responsibility if the helpline services are unavailable for reasons beyond **our** control.

Complaints procedure

We are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, **we** have shown below the contact details that can be used to register **your** complaint.

There is a step-by-step process to making a complaint about **your policy** and **we** have tried to break this down for **you** in the various stages explained below. If the insurer named in **your schedule** is Hiscox Syndicates Limited, **we** would ask **you** to take step 2 if **you** are not satisfied with the way **your** complaint has been dealt with in step 1.

Step 1

If **you** have a complaint about any part of this insurance (other than the 'Family legal protection' section), please contact:

Hiscox Customer Relations
Hiscox House, Sheepen Place
Colchester, Essex CO3 3XL
United Kingdom

Phone: 01 238 1849
Email: customer.relations@hiscox.com

If **you** have a complaint about the 'Family legal protection' section, please contact:

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back
Bristol BS1 6NH
United Kingdom

Phone: 0117 934 0066
Email: www.das.co.uk

Step 2

If the insurer named in **your schedule** is Hiscox Syndicates Limited and **you** are not satisfied with the way **your** complaint has been dealt with **you** can refer the matter to:

Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2, Ireland

Phone: +353 1 6 441 000
Email: lloydsireland@lloyds.com

who may without prejudice to **your** rights in law refer the matter to the Policyholder & Market Assistance Department at Lloyd's in London.

Step 3

If **you** remain dissatisfied with the way **your** complaint has been dealt with **you** may ask the Financial Services Ombudsman to review **your** case. This does not affect **your** legal rights. The address is:

Financial Services Ombudsman
3rd Floor, Lincoln House
Lincoln Place
Dublin 2, Ireland

Phone: +353 16 620 899
Email: enquires@financialombudsman.ie

or, the Financial Ombudsman Service in the UK:

The Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall
London, E14 9SR
United Kingdom

Phone: +44 20 7964 0500
Email: complaint.info@financial-ombudsman.org.uk

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

For training and quality control purposes, telephone calls may be monitored or recorded.
Hiscox Underwriting Ltd is authorised by the Financial Conduct Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.
5374 03/14



Hiscox 1 Great St Helen's London EC3A 6HX
T 01 238 1839 E customerservices@hiscox.com

www.hiscox.ie