

STRATA HOUSEHOLD INSURANCE POLICY DOCUMENT

All Sections or only some Sections may apply depending on the cover you have requested. Please see the Schedule and Statement of Fact to clarify the Sections applicable/Operative to this policy.

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WELCOME TO STRATA HOUSEHOLD INSURANCE

This policy is a contract solely between the **company** and **you**.

The statement of fact, schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on pages 9 and 10 of this policy Document.

We will insure **you** against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

The cover applies a the risk location as per the policy schedule and elsewhere as noted on the policy document Republic of Ireland except when **we** state otherwise in the policy.

Each policy document is specific to each client and risk. Please note that this policy is tailored to meet the requirements set out at submission stage and therefore some Sections and parts of Sections may be not be Operative as per the Schedule of Cover. There is no cover for any claim or incident under any deleted section or deleted part of any Section.

DEFINITION

Company, the Company, Companies, Underwriters, Underwriter, We, Us or Our shall refer to all of the companies listed on the Schedule and Statement of Fact and Frost Insurances Ltd T/a Frost Insurances, Frost Underwriting, UQuote, Strata, Integrity Underwriting, HomeInsurer.ie at all times as authorised underwriting agents and administrators (and for no other purpose) of Insurer/s and or Reinsurer/s with no liability under this **Document**.

IMPORTANT NOTE

Please read this policy document carefully and ensure that it meets your requirements. If you have any query, please contact your agent whose details are shown in the schedule. Please keep this policy in a safe place you may need to refer to it if you make a claim.

Introduction

Your Policy, Schedule and Statement of Fact

Here is your Insurance Policy containing full details of the insurance being provided. The schedule and Statement of Fact contains particulars personal to your insurance protection under the policy including the levels of cover operative under each section of the policy and should be read in conjunction with the rest of the policy. May **We** please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

Important - please note: only those section showing as in force/Operative in the attached schedule shall apply to your particular policy.

The Third EU Non-life Directive requires us to provide you with the following information:

The law applicable to the contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, **We**, the applicable Insurer/s and or Reinsurer/s on Schedule and Statement of Fact, and you the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer/s and or Reinsurer/s with which your contract will be concluded is applicable per operative Section and listed on The Schedule and Statement of Fact.

Complaints procedure

In the event of disagreement or dissatisfaction with your contract, you can contact our complaints team on info@frostinsurances.ie. We will respond within 5 days. Once you have received your final response from us, if you are still dissatisfied you may refer your case to the Financial Services and Pensions Ombudsman.

Financial Services and Pensions Ombudsman 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 D02 VH29.

Tel: +353 (0)1 662 0899 Irish Landline.

Locall from the Republic of Ireland: 1890 88 20 90

Email: Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

Financial Services is an independent organization. The lodging of a complaint does not affect the consumer's right to institute proceedings in the competent court.

If you have any disagreement or dissatisfaction with the wording of the insurance policy, we invite you to make it known to Cowen Insurance Company Limited, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta or by e-mail: complaints@cowen-insurance.com. Your situation will be studied with the greatest care: the insurer will endeavour to resolve your complaint within 15 working days.

If you are still not satisfied with the handling of your dispute by the Insurer or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, you can contact: Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. Telephone +356 2124 9245. Email: complaint.info@financialarbiter.org.mt (website: www.financialarbiter.org.mt). The Office of the Arbiter for Financial Services is dedicated to resolving disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the competent body for this type of recourse and may require the insurer to pay compensation to the consumer in the event that the consumer recourse is successful.

Please note that this home insurance policy is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing, chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from **vermin**.

You should keep your property in good repair and take steps to avoid loss or damage.

Protection against fraud

Insurance fraud has an impact on both us and our customers, so we take certain measures to prevent it.

Fraud, misrepresentation and non-disclosure

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim;
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

How we deal with fraud to protect us and our customers

If **we** find that fraud has been committed, **we** will have the right to:

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by **us**, including investigation and legal costs
- recover the cost of any previously paid claims In addition, **we** may:
 - inform the gardai, which could result in prosecution
 - inform other organisations as well as anti-fraud databases

Definitions

Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

A room used as or originally designed and built to be a bedroom even if it now used for another purpose.

Buildings

The **home** being built of brick, stone or concrete and roofed with slates, tiles, fiberglass, asphalt or metal, including landlord's fixtures and fittings, its **garages** and domestic **outbuildings**, stairlifts, permanent swimming pools, fixed hot tubs, fixed Jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

Cost of Rebuilding

The full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including architect and surveyor's fees.

Contents

What is insured

1. Household goods, valuables and belongings, including money up to €750 and credit cards up to €1,000 owned by, or the legal responsibility of you or a member of your family when in your home.
2. Tenant's fixtures and fittings.
3. Visitors personal effects up to €1,000 when in your home unless otherwise insured.
4. Office equipment and office furniture used by you or your family for business or professional purposes up to €6000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family.

What is not insured

1. Mechanically propelled or assisted vehicles of all types (other than electric or motorized wheelchairs, mobility trikes and domestic robotic lawnmowers or gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
2. Swimming pool covers.
3. Pets and livestock.
4. Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home.
5. Property more specifically insured.
6. Bonds, bills of exchange, promissory notes and securities for money.
7. Property used for Business or Trade purposes (other than office equipment and office furniture up to €6000 when in your home).
8. Plants, trees or any growing matter.
9. Contact or corneal lenses.

Credit Cards

Credit, cheque, debit, charge or cash cards.

Excess

The amount of each claim **you** have to pay. If you make a claim under more than one section for loss or damage which happens at the same time and by the same cause **we** will deduct only one **excess**.

Family

You, your domestic partner and other relations who permanently reside with **you**.

Garage

A structure originally built for storing a motor vehicle or motor vehicles.

Home

The house, bungalow or self contained flat/maisonette together with its **garages** and domestic **outbuildings** at the address shown in the schedule, used for private residential purposes.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Insured /you /your

The person or persons named as policyholder(s) in the schedule.

Landslip

Downward movement of sloping ground.

Money

Personal **money** held for private purposes by **you** or **your family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Outbuildings

Unless we agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- o garages;
- o carports or other structures that are open on one or more sides;
- o structures that are lived in;
- o any structure which is not on a permanent foundation or base;
- o tree houses;
- o inflatable structures of any kind;
- o any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- o any structure not within the boundary of the home, unless we agree otherwise in writing. Pedal cycle

Pedal cycle

Non-mechanically propelled **pedal cycle** but not excluding pedal assisted electric bicycles.

Personal effects

Personal property which is designed to be worn or carried on or about the person.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Terrorism

For the purpose of the General Policy Exclusion an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

The company /we /us /our

Cowen Insurance Company Limited

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but has not been lived in by **you** or **your family**, or any other person with **your** permission, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

Valuables

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or **your family**.

Vermin Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

Water table

The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.

Section 1: Buildings

What is insured	What is not insured
<p>Loss of or damage to the buildings by the following causes:</p>	<ul style="list-style-type: none"> o The first €300 of each and every claim, unless specifically noted otherwise. o Wet or dry rot o Loss or damage due to any gradually operating cause.
<p>1. Fire, Smoke, Explosion, Lightning, Earthquake;</p>	<ul style="list-style-type: none"> o Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
<p>2. Storm or Flood;</p>	<ul style="list-style-type: none"> o Loss or damage caused: <ul style="list-style-type: none"> a. by frost, subsidence, heave or landslip; b. to fences and gates. o Loss or damage to basement rooms as a result of a rise in the water table.
<p>3. Subsidence or heave of the site beneath the buildings, or landslip;</p>	<ul style="list-style-type: none"> o The first €5000 of each and every claim o Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the home is damaged at the same time and by the same cause. o Damage caused by: <ul style="list-style-type: none"> a. the normal settlement or bedding down of new structures; b. the settlement or movement or made-up ground; c. water escaping from within the home or from pipes serving the home; d. coastal or river erosion; e. defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations; f. Pyrite; g. Mica. o Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the home are damaged at the same time and by the same cause. o Damage which originated prior to inception of this Policy. o Damage resulting from: <ul style="list-style-type: none"> i. demolition, construction, structural alteration or repair to the buildings; or ii. groundworks or excavation. o Any loss or damage where compensation is provided by contract or legislation.
<p>4. Riot, Civil Commotion, Strikes, Labour Disturbances;</p>	<ul style="list-style-type: none"> o Loss or damage that is not reported to the gardai within seven days.

<p>5. Malicious Acts;</p>	<ul style="list-style-type: none"> o Loss or damage caused after the buildings have been left unoccupied or unfurnished. o Loss or damage caused by you or your family or any person lawfully in your home.
<p>6. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance;</p>	<ul style="list-style-type: none"> o The first €500 of each and every claim o Loss or damage caused after the buildings have been left unoccupied or unfurnished. o Repairs to tanks, pipes or appliances unless caused by freezing. o Loss or damage by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy).
<p>7. Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;</p>	<ul style="list-style-type: none"> o Loss or damage caused by domestic pets.
<p>8. Theft or attempted theft;</p>	<ul style="list-style-type: none"> o Loss or damage caused after the buildings have been left unoccupied or unfurnished. o Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. o Loss or damage caused by any person lawfully in your home.
<p>9. Leakage of oil from any fixed heating installation;</p>	<ul style="list-style-type: none"> o Loss or damage caused after the buildings have been left unoccupied or unfurnished.
<p>10. Falling trees or branches;</p>	<ul style="list-style-type: none"> o Loss or damage to gates or fences. o The cost of the removal of the tree or branch unless damage has been caused to the buildings by its fall. o Damage caused by felling, lopping, or topping of trees.
<p>11. Accidental damage to the buildings</p>	<ul style="list-style-type: none"> o Damage whilst the buildings or any part of them are lent, let, or sub-let, or are left unoccupied or unfurnished. o Damage caused by: <ul style="list-style-type: none"> i. faulty workmanship, defective design, or the use of defective materials; caused by any workers but not including owner accidental damage. ii. wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin; iii. domestic pets; iv. movement, settlement or shrinkage in any part of the buildings; v. movement of the land belonging to the buildings; vi. demolition or structural alteration or repair. o Any destruction or damage otherwise shown as not

insured under section 1 of this policy.

- o Market depreciation, the cost of maintenance and redecoration.
- o The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

Extensions to Section 1 - Buildings

What is insured	What is not insured
<p>A. Fees and other Expenses</p> <p>We will pay the costs incurred by you with our written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:</p> <ul style="list-style-type: none"> a. architects, surveyors, legal and other fees; b. the cost of clearing the site and making the buildings safe; c. the additional cost of rebuilding or repair of the damaged part of the buildings solely to comply with any government or local authority requirements, unless you were given notice of the requirement before the loss or damage occurred. 	<ul style="list-style-type: none"> o Fees for preparing any claim o Costs for complying with requirements you were notified of before the loss or damage.
<p>B. Rent and Alternative Accommodation</p> <p>If the home is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy we will pay up to 12 months</p> <ul style="list-style-type: none"> a. rent that you are responsible for paying or would have received until the home is again fit to live in b. extra accommodation costs, incurred with our written consent, for <ul style="list-style-type: none"> i. you, your family; ii. and domestic pets until the home is again fit to live in. 	
<p>C. Underground Pipes and Cables</p> <p>We will pay:</p> <ul style="list-style-type: none"> a. the cost of repair to pipes and cables following accidental damage by external means to cables, underground pipes or underground tanks all servicing the home and for which you are legally responsible. b. up to €1,000 for breaking into and repairing an underground pipe for which you are legally responsible and which services the home where it is essential to clear a blockage. 	<ul style="list-style-type: none"> o The first €300 of each and every claim. o Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. o Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.
<p>D. Your Liability to the Public</p> <p>We will pay for damages and claimants' costs and expenses which you become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> a. death of any person; b. bodily injury to any person; c. illness or disease of any person; or d. damage to material property; <p>up to €2,600,000 in connection with</p>	<ul style="list-style-type: none"> o Liability arising directly or indirectly from: <ul style="list-style-type: none"> a. any profession, business or employment other than the letting of the home if you have advised us that the home will be used for this purpose. b. the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles); c. any agreement unless you would have been liable had the agreement not been made; d. death, injury, illness or disease of any member of

<ul style="list-style-type: none"> o any one claim; or o series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred solely as owner (not as occupier) of the home or the land belonging to the home.</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<p>your family or a domestic employee;</p> <ul style="list-style-type: none"> e. loss or damage to property owned, occupied or in the custody or control of you, your family or any domestic employee; or f. the charging of any electric vehicle that is not situated within the boundary of the home. g. It is hereby noted and agreed that there is no cover under D. Your Liability to the Public for Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them. Powered Personal Transporters(PPT's), Items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted). <ul style="list-style-type: none"> o Liability if you have any other insurance policy that covers the same loss.
<p>E. Fire Brigade Charges</p> <p>We will pay up to €4,000 for costs you have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the home which results in a claim under this policy.</p>	
<p>F. Emergency Access</p> <p>We will provide cover for damage to the home and garden caused by the fire, gardai or ambulance services as a result of an emergency.</p>	
<p>G. Trace and Access</p> <p>We will pay up to €1,500 for the costs incurred with our consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</p>	<ul style="list-style-type: none"> o The first €150 of each and every claim. o Loss or damage to the heating or water system.

Section 1: Buildings – Basis of Claims settlement

1. **We** will pay up to the sum insured for **buildings** shown in the schedule for the **cost of rebuilding**, repairing or replacing the damaged parts of the **buildings**, inclusive of any amount which may become payable under extension A of section 1 of this policy.
2. If the **buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **buildings** prior to the loss or damage and the market value of the **buildings** following the loss or damage.
3. If the **buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
4. If at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct **your** buildings **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.
5. **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot

be matched.

AUTOMATIC REINSTATEMENT

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

INDEX LINKING

The sum insured on **buildings** will be adjusted monthly in line with changes in the Housebuilding Cost Index issued by the Department of the Environment.

No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

Section 2: Contents

What is insured	What is not insured
Loss of or damage to the contents by the following causes:	<ul style="list-style-type: none"> o The first €300 of each and every claim, unless specifically noted otherwise. o Loss or damage due to any gradually operating cause.
1. Fire, Smoke, Explosion, Lighting, Earthquake;	<ul style="list-style-type: none"> o Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
2. Storm or Flood;	<ul style="list-style-type: none"> o Loss or damage to contents in basement rooms as a result of a rise in the water table.
3. Subsidence or heave of the site beneath the buildings , or landslip ;	<ul style="list-style-type: none"> o The first €5,000 of each and every claim o Loss or damage caused by: <ul style="list-style-type: none"> a. the normal settlement or bedding down of new structures; b. the settlement or movement or made-up ground; c. coastal or river erosion; d. defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations; e. Pyrite; f. Mica. o Damage resulting from: <ul style="list-style-type: none"> i. demolition, construction, structural alteration or repair to the buildings; or ii. groundworks or excavation.
4. Riot, Civil Commotion, Strikes, Labour Disturbances;	
5. Malicious Acts;	<ul style="list-style-type: none"> o Loss or damage caused after the buildings have been left unoccupied or unfurnished. o Loss or damage caused by you or your family or any person lawfully in your home.
6. Escape of water from a fixed water or heating installation or plumbed in domestic appliance;	<ul style="list-style-type: none"> o The first €500 of each and every claim o Damage to the installation or appliance from which the water escapes. o Loss or damage caused after the buildings have been left unoccupied or unfurnished. o Loss or damage by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy)
7. Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	<ul style="list-style-type: none"> o Loss or damage caused by domestic pets.
8. Theft or attempted theft;	<ul style="list-style-type: none"> o Loss or damage caused after the buildings have

	<p>been left unoccupied or unfurnished.</p> <ul style="list-style-type: none"> o Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. o Loss or damage caused by any person lawfully in your home. o Any amount more than €5,000 in respect of contents within secure domestic outbuildings and garages (A limit of €2,500 applies for any one item other than for ride on or robotic lawnmowers where the limit is €5,000.)
9. Leakage of oil from any fixed heating installation;	<ul style="list-style-type: none"> o Loss or damage caused after the buildings have been left unoccupied or unfurnished. o Damage to the appliance from which the oil escapes.
10. Falling trees or branches;	<ul style="list-style-type: none"> o Loss or damage arising from felling, lopping or topping of trees.

Extensions to Section 2: Contents

What is insured	What is not insured
<p>A. Temporary Removal Of Contents</p> <p>We will pay for contents lost or destroyed by any of the causes 1-10 of section 2 of this policy whilst temporarily removed from the home but remaining in the Republic of Ireland:</p> <ol style="list-style-type: none"> 1. up to €5,000 in respect of contents whilst in university halls of residence or in student accommodation or otherwise 2. up to 20% of the sum insured for contents shown in the schedule. 	<ul style="list-style-type: none"> o The first €300 of each and every claim, unless specifically noted otherwise. o Loss or damage in a furniture depository. o Loss or damage caused by storm or flood to property not in a building. o Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ol style="list-style-type: none"> a. a building or b. in the case of halls of residence or student accommodation, a locked room.
<p>B. Fatal Accident</p> <p>We will pay €5,000 if you or your partner die, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders, within 90 days of the incident.</p>	
<p>C. Fire Brigade Charges</p> <p>We will pay up to €4,000 for costs you have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the home which results in a claim under this policy.</p>	
<p>D. Rent and Alternative Accommodation</p> <p>If the home is rendered not fit to live in as a result of</p>	

loss or damage by any of the causes 1-10 of section 2 of this policy **we** will pay up to 12 months rent:

- a. that **you** are responsible for paying as occupier until the **home** is again fit to live in; or
- b. the extra accommodation costs, incurred with **our** written consent, for
 - i. **you, your family;**
 - ii. and domestic pets
 until the **home** is again fit to live in.

E. Deep Freezer Contents

We will pay up to €500 for food in a domestic deep freezer in the **home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

- o The first €50 of each and every loss.
- o Loss due to the deliberate act of the supply authority.
- o Loss if the freezer is more than 10 years old at the date of the loss.

F. Tenants Liability

(applicable if the **buildings** are rented)

Any amount which **you** become legally liable to pay as a tenant, and not as an owner of the **buildings** up to 20% of the sum insured for **contents** shown in the schedule in respect of damage to the **buildings** by any of the causes 1-10 and extension C of the **buildings** section of this policy.

- o Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.
- o Malicious damage, theft or attempted theft, caused by **you, your family** or any other person lawfully in **your home**.
- o Theft caused by **you, your family**, paying guests or tenants.

G. Contents in the Open

We will pay up to €2,500 for loss or damage by causes 1-10 of Section 2 for **contents** in the open within the boundaries of **your home**. This includes cover for flowers, plants, shrubs or trees in pots or containers.

- o The first €300 of each and every loss
- o Flowers, plants, shrubs, trees and any growing matter not in pots or containers.
- o Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.

H. Door Locks

We will pay up to €1,000 in respect of replacement locks for external doors to the **buildings** if **your** keys are stolen or lost.

- o The first €100 of each and every loss
- o Thefts not reported to the police.

I. Loss of Oil and Metered Water

We will pay up to €1,000 for:

- i. (i) the cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation.
- ii. (ii) additional charges incurred by you as a result of accidental loss of metered water.

- o The first €300 of each and every loss.
- o Loss otherwise shown as not insured under section 2 of this policy.
- o Loss if the **buildings** have been left **unoccupied** or **unfurnished**.
- o Accidental loss of metered water costs recovered from the responsible water authority.

J. Weddings, Birthdays and Religious Festivals

The **contents** sum insured will be automatically increased by:

- a. 10% during the month of **your** religious festival;
- b. 10% for 30 days before and after **your** wedding day;

<p>c. 10% for 7 days after your birthday; to cover religious festival, wedding or birthday gifts.</p> <p>K. Public and Personal Liability We will pay for damages and claimants' costs and expenses which you or any member of your family become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> a. death of any person; b. bodily injury to any person; c. illness or disease of any person; or d. damage to material property; <p>up to €2,600,000 in connection with</p> <ul style="list-style-type: none"> o any one claim; or o series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred:</p> <ul style="list-style-type: none"> i. solely as occupier (not as owner) of the home or the land belonging to the home; or ii. in a personal capacity, (not as occupier or owner of any building or land) occurring in The Republic of Ireland and elsewhere in the world during a temporary visit. <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> o Death, bodily injury, illness or disease to any member of your family or domestic employee. o Loss of damage to property owned by, or in the custody or control of, you or any member of your family or any person permanently residing with you. o Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. o Liability arising directly or indirectly as a consequence of any criminal act by you or any member of your family. o Any agreement unless you would have been liable had the agreement not been made. o The ownership, use or possession of any: <ul style="list-style-type: none"> i. lift, stairlift, caravan, trailer, aircraft including drones, watercraft including jet skis, hovercraft or boats (other than hand propelled watercraft); ii. mechanically propelled or assisted vehicles (other than electric or motorised wheelchairs, mobility trikes and domestic robotic lawnmowers or garden machinery); iii. animals except domestic pets other than dogs termed as dangerous in the regulations made under the Control of Dogs Act 1986 and any further amendments to that Act if the ownership or use is not in accordance with those regulations; or iv. firearms, other than properly licensed shotguns. o Any profession, business or employment. o Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the Republic of Ireland. o Liability if you have any other insurance policy that covers the same loss. o Liability arising directly or indirectly from the charging of an electric vehicle that is not situated within the boundary of the home.
<p>L. Accidents to Domestic Employees We will pay for damages and claimants' costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental:</p> <ul style="list-style-type: none"> a. death of; b. bodily injury to; or c. illness or disease of; <p>any domestic employee (including occasional employees undertaking repairs or decorations) in connection with</p>	<ul style="list-style-type: none"> o Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. o Any agreement unless you would have been liable had the agreement not been made. o Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the Republic of Ireland o Liability arising from any business or profession o Liability for death of, bodily injury to, or illness or disease of any member of your family. o Liability if you have any other insurance policy that

- a. any one claim; or
- b. series of claims;

made against **you** or **your family** arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within The Republic of Ireland.

We will also pay legal costs and expenses incurred with **our** written consent in the defence of any claim made against **you** or **your family**.

The most **we** will pay for any claim or claims resulting from one cause is €13,000,000. This includes any legal costs and expenses

covers the same loss.

- o Liability for which compulsory insurance or security is required by any road traffic legislation.

Optional extension to Section 2: Contents

Accidental damage to contents when in your home

- o The first €300 of each and every claim, unless specifically noted otherwise.
- o Clothing (including furs), **money, credit cards**, contact and corneal lenses, and food.
- o Loss or damage if the **buildings** are lent, let, or sub-let in whole or in part, or are left **unoccupied** or **unfurnished**.
- o Damage caused by scratching, denting, wear and tear, depreciation, insects, **vermin**, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration.
- o Damage caused by domestic pets.
- o Damage caused by mechanical or electrical fault or breakdown or misuse.
- o Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.
- o Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured.
- o Confiscation or detention.

Section 2: Contents - Basis of Claims settlement

- a. **We** will pay up to the sum insured for **contents** shown in the schedule for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- b. The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the sum insured for **contents** shown in the schedule.
- c. The maximum amount **we** will pay for any valuable item is €3750 unless specifically insured.
- d. The maximum amount that **we** will pay in respect of any one loss under this section of the policy is the sum insured stated in the schedule
- e. If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the sum insured for **contents** shown in the schedule,

we will pay only that proportion of the loss which the sum bears to the replacement cost. For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

- f. **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- g. In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- h. In the event of loss or damage to any one article or pair or set of articles where the value exceeds €2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

Section 3: Extra Protection

A , B and C within the limits of The Republic of Ireland and anywhere in the world for up to 60 days in any one period of insurance.

A. Unspecified Articles, Personal Money and Credit Cards

What is insured	What is not insured
<p>Accidental loss or damage to unspecified articles comprising:</p> <p>a. Articles of gold, silver and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, hearing aids, mobile telephones and other portable personal effects up to a limit of €1,250 for any one item up to a maximum sum Insured of €5,000.</p>	<ul style="list-style-type: none"> o The first €100 of each and every claim, unless specifically noted otherwise. o Loss or damage to pedal cycles o Any loss or damage to contact and corneal lenses. o Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. o Documents or securities o Household goods, foodstuffs and domestic appliances. o Property more specifically insured. o Sports equipment whilst in use. o Equipment used for winter sports, water sports and camping. o Collections of stamps, coins and medals. o Televisions, audio and audio visual equipment. o Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle. o Tools or instruments used or held for business or professional purposes o Loss or damage listed under What is not insured by section 3.
<p>b. Personal money and credit cards.</p> <p>Loss of money belonging to you or your family up to €350 for any one loss.</p> <p>Money comprising personal money held for private purposes by you or your family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.</p> <p>Your liability under the terms of the personal credit cards including cheque, debit, charge or cash cards, issued in the Republic of Ireland to you or your family, up to a maximum of €1,000 for any one loss.</p>	<ul style="list-style-type: none"> o Depreciation in the value of money. o Loss of money caused by accounting errors or omissions. o Loss of money not reported to the gardai within 24 hours of discovery or loss. o Loss of money held for business or professional purposes. o Loss listed under What is not insured by section 3. o Any loss unless the terms and conditions under which the card is issued have been fulfilled. o Losses not reported to the gardai within 24 hours of discovery of a loss. o Any loss as a result of unauthorised use by a member of your family or a person residing with you. o Loss listed under What is not insured by section 3. o Loss caused by accounting errors or omissions. o Depreciation in value.

B. Specified Articles

What is insured	What is not insured
Loss or damage to articles specified in the appendix to section 3 in the schedule.	<ul style="list-style-type: none"> o The first €150 of each and every claim, unless specifically noted otherwise. o Loss or damage listed under What is not insured by section 3. o Loss or damage to pedal cycles o Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. o Sports equipment whilst in use. o Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from a luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

C. Pedal Cycles

What is insured	What is not insured
Loss or damage to pedal cycles in the appendix to section 3 in the schedule.	<ul style="list-style-type: none"> o The first €150 of each and every claim, unless specifically noted otherwise. o Theft of unattended pedal cycles unless in a locked building or attached by a security device to a permanently fixed structure. o Loss or damage listed under What is not insured by section 3 o Loss or damage: <ul style="list-style-type: none"> ■ to any pedal cycle being used for trade or business purposes; ■ to any pedal cycle being used in races, time trials and competitions or whilst practising for them; ■ to tyres and accessories unless the pedal cycle is lost or damaged at the same time;

Basis of Claims settlement

1. **We** will pay up to the sum insured (subject to any limits) shown in **your** schedule for the cost of replacing as new (or at **our** option **we** will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **pedal cycles**.
2. In the event of loss or damage to any article forming part of a pair or set, **we** will not pay more than the value of the individual article lost or damaged.
3. In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
4. In the event of loss or damage to any one article or pair or set of articles where the value exceeds €2500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
5. In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **we** will pay for any one loss is €100 in respect of these items.

What is not insured by Section 3:

- a. Electrical, electronic or mechanical breakdown or derangement.
- b. Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- c. Damage to watches and clocks caused by over winding.
- d. Loss of or damage:
 - i. by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, **vermin**, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
 - ii. to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **you** or a member of **your family**);
 - iii. arising from confiscation or detention by customers or other officials; or
 - iv. to musical instruments in respect of loss of tone or replacement of strings or drum skins.
- e. Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them. Powered Personal Transporters(PPT's), Items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted).

Policy conditions

1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with you must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2. Your duty to prevent loss or damage

- a. You and any person seeking the benefit of this policy must take all steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b. You and any person seeking the benefit of this policy should take all steps to prevent loss or damage as a result of any item failing to correctly recognise the date change.

3. Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability you had previously incurred under the policy, provided they fulfil the terms of the policy.

4. Change in circumstances

You must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a. If **you** change address or the number of **bedrooms** is increased.
- b. **you** or **your family** being convicted of a criminal offence (other than driving offences)
- c. If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d. If the sums insured shown in the schedule are not adequate
- e. A change in occupancy or use of the **home** address.

5. Cancellation the policy and the cooling-off period

You have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium less an administration fee of €25.00. If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due. **You** may cancel **your** policy at anytime after the cooling-off period by email or in writing to **us**. As long as **you** have not made a claim **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

We or anyone **we** authorise have the right to cancel this policy at any time by sending **you** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Changes in the information detailed on your proposal form or on a statement of insurance or schedule which may result in the risk no longer being acceptable to us.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

6. Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

7. Arbitration

Where **we** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

8. Other insurances

If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

9. Notification of a claim

If **you** are aware of an incident that might give rise to a claim or **you** need to make a claim, **you** must do the following as soon as possible.

Call the claims helpline onto report the incident.

- Tell the gardai as soon as possible if something is lost or if **you** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost

- If asked to fill in a claim form, send this back, with everything **we** have asked for, within 30 days of receipt.
- Immediately send any written claim which is made against **you**, and give full details of any verbal claims made against you.
- Take action to protect the property from further loss or **damage**.

You must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any incident; or
- negotiate or settle any claims made against **you** or by anyone else, unless **we** agree in writing that **you** can.

We can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can also take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this policy.

10. **How we will settle your claim**

When settling **your** claim **we** have the following options available and **we** will decide which is most appropriate:

- Repair
- Replace
- Rebuild
- Payment

All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace **your buildings** and/or **contents**, **we** will send **you** a payment representing:

- the amount by which the **buildings** and/or **contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild **your buildings** and/or **contents**;

whichever is lowest.

If **you** make a claim, **we** may ask for evidence that **you** own the item **you** are claiming for.

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings, contents** or extra protection sections, **we** will only take off one **excess**. This will be the highest **excess** shown in **your** schedule for the sections concerned.

11. **Company's rights after a claim**

We or **our** representatives will be entitled to enter any **building** where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

12. **Payment of premium**

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

13. **Law applicable to the Policy**

You and **the company** are free to choose the Law applicable to this contract but in the absence of agreement to the contrary Irish Law will apply.

14. **Language**

The contractual terms and conditions and other information relating to this contract will be in the English language.

General Policy Exclusions

What is not insured by this policy

1. Loss or damage to any property, or any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
This exclusion does not apply to Accidents to Domestic Employees section 2(J)
 - b. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
This exclusion does not apply to Accidents to Domestic Employees section 2(J); or
 - c. pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
5.
 - a. Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of computer viruses.
 - b. Legal expenses or legal benefits or Liability arising from (a) above.
Except - Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 10 inclusive under section 1 buildings and section 2 contents of this policy.
6. Loss, damage, cost or expense of whatever nature arising directly or indirectly an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 2(J)
7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause.
8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.
9. Loss or damage caused by Pyrite.
10. Loss or damage caused by Mica.
11. **Virus Exclusion**
It is hereby noted and agreed that there is no cover whatsoever under any section of this policy for any type, form, mutation of any virus or virus related conditions whether directly or indirectly effecting the policy holder. This also excludes pandemics, epidemics and existing, new and novel diseases.
It is furthermore noted and agreed that if a claim is submitted for any of the above, the claim will be declined and the policy will be noted as having a declined claim.

Making a Claim

Please refer to the policy conditions for reporting claims on pages 26 to 27 in particular condition 9 and 10. Check that the claim is covered by **your** policy. Each section of the policy tells **you** what is covered and what is not covered. The basis of claims settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.

Claims Conditions applicable to all sections

Action by Insured

1. The Insured shall on the happening of any event which could give rise to a claim under this Policy (if you are unsure of any event which could give rise to a claim under this Policy you must contact your Insurance Broker or Claims Manager, claimsadmin@frostinsurances.ie, +00353(61) 310566. Failure to do so may invalidate any potential claim): -
 - a. Give immediate notice in writing/e-mail to your Insurance Broker or e-mail Claims Manager, Frost Underwriting, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland. claimsadmin@frostinsurances.ie, +00353(61) 310566 in respect of any occurrence giving rise to or which might give rise to injury, loss or damage whether covered or not covered under this policy Immediately but no longer than 14 days of the happening of such occurrence; failure to do so may invalidate any potential claim.
 - b. Give immediate notice but no longer than 48hrs to An Garda Síochana in respect of: -
 - i. Loss or damage by stealing or any attempt theft
 - ii. Loss of Money by any cause whatsoever
 - iii. Loss or damage by malicious persons
 - iv. Any form of intimidation or threat which may lead to a loss under this policy
 - c. Make no admission of liability or offer promise or payment without **Our** written consent.
 - d. Carry out no alteration or repair as far as practicable until **the Company** has had an opportunity of investigating and confirming to you the Insured that you may proceed
 - e. Inform **the Company** immediately but no later than 14 days of any impending, prosecution inquest or fatal inquiry or civil proceedings and send to **the Company** immediately but no later than 14 days every relevant document or correspondence received.
 - f. Take all reasonable action to minimise or check any interruption of or interference with the business.
 - g. Produce to **the Company** such books of accounts or other business books or documents or such other evidence as may reasonably be required by the company for investigating or verifying a claim.
 - h. In respect of loss or damage to the property insured deliver to **the Company** at his/her own expense the potential claim in writing/e-mail with such detailed particulars receipts and evidence as may be reasonably required and (if demanded) a statutory declaration of the truth of the potential claim and any matters connected therewith within: -
 - 30 days of the expiry of the Indemnity Period - Section 2 (Business Interruption)
 - 7 days of the event - in respect of Riot Etc. (Contingency F of Section 1)
 - 30 days of the event - All other claims or such further time as **the Company** may in writing/e-mail allow
 - i. In respect of the Personal Assault extension to Contingency O Section 1 the Insured shall supply at his/her own expense all certificates and information and evidence required by **the Company** and the Person Insured shall as often as required submit to medical examination on behalf of **the Company** at its own expense.

The Rights of the Company

1. **The Company** shall be entitled
 - a. On the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of **the Company** to reply on any conditions of this Policy and this Policy shall be proof of leave and license for such purpose.
 - b. At its discretion to take over and conduct in the name of the insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other person/s or company/ies and the Insured shall give all information and assistance required.
 - c. To any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to **the Company**.
 - d. To pay to the Insured the maximum sum payable under Section 3 in respect of any one claim or series of claims arising

out of one cause or any lesser sum for which the claim or claims arising from such cause can be settled and **the Company** shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

- e. In the case of death of the Person Insured under Section 1, Contingency O – Personal Assault Aggravated Assault extension to have a post-mortem examination at its own expense.
- f. Close a claim if no correspondence has been received from the Insured or the Insureds' representatives within 30 days of a request for any details by **the Company**. If a claim is closed the Insured will not be covered under this policy for the claim.
- g. If a material fact is discovered by **the Company**, then **the Company** has the right to decline a claim. A material fact is one likely to influence acceptance or assessment of the original proposal (and any changes since inception) by Underwriters.

How to deal with a Claim

These Notes are not part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your Insurance Broker in the first instance or e-mail claimsadmin@frostinsurances.ie immediately, Prompt notification by you or your Insurance Broker, to **us**, of all losses and injuries which might result in a claim, is important.

Glass Breakage and Potential Exit Entry Point

If the damage occurs when your premises are closed, An Garda Síochana may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker or e-mail claimsadmin@frostinsurances.ie.

Other damage notification

Please write/e-mail your Insurance Broker or e-mail claimsadmin@frostinsurances.ie immediately giving as much detail as you can. If property has been stolen mislaid or damaged by thieves inform the Gardaí immediately.

Repairs / replacements

Estimates should be forwarded as soon as possible to your Insurance Broker or e-mail claimsadmin@frostinsurances.ie but if these cannot be sent within thirty days of the loss or damage let your position be known immediately.

Other action

Do what you can to prevent further loss or damage and minimise any interruption to your business.

Notification of Injury

Where an employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write/e-mail to your Insurance Broker or e-mail claimsadmin@frostinsurances.ie immediately, giving as much detail as you can. Where an employee is included in your Personal Accident cover, please arrange for a doctor's certificate to be submitted if absence from work is likely to exceed one week.

Admission of liability / preservation of salvage

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to **us** to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

Claim forms

Whenever a claim form is sent to you in response to your notification of loss damage or injury please complete and return it to your Insurance Broker or e-mail claimsadmin@frostinsurances.ie as soon as possible.

Important

You must notify **us** immediately of any accident which may give rise to a claim. **We** are very proud of our claims service and now that this is when you need **us** most. **We** provide a speedy and efficient service to make the process as easy as possible for you.

Frost Underwriting Claims Contact:

Claims Manager
Frost Insurances Ltd, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland.
claimsadmin@frostinsurances.ie
+353 (0)61 310566
www.frostinsurances.ie

Our Customer Care Policy

See Introduction to policy

Privacy Notice

Your insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance advisor if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (such as details regarding **your** health).

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Data Protection

In this section of the Insurance Policy, these terms shall have the following meanings:

- i. "**controller**" or "**data controller**" means a person who determines the purposes for which, and the manner in which, personal data is processed;
- ii. "**data subject**" means an identified or identifiable natural living person to whom personal data relates. Both the Policyholder and its Beneficiaries can be data subjects;
- iii. "**joint controllers**" refers to two or more controllers which jointly determine the purposes and means of processing of personal data;
- iv. "**personal data**" means data relating to a natural living individual person who can be identified from the data being possessed. This includes, but is not limited to, that person's name, surname, address, date of birth, nationality, gender, identity document number, contact details, bank account details and online identifiers;
- v. "**processing**" means any activity that involves use of personal data. It includes obtaining, recording, or holding data, or carrying out any operation or set of operations on data (including organising, amending, retrieving, using, disclosing, erasing or destroying it);
- vi. "**processor**" or "**data processor**" means any person which processes personal data on behalf the controller;
- vii. "**sensitive personal data**" or "**special categories of personal data**" includes information about a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or sentence of any court.

The personal data provided by, or otherwise collected about, the Policyholder and its Beneficiaries will be processed by both the Insurer and the Broker, in accordance with the provisions of the General Data Protection Regulation (Regulation 2016/679) ("**GDPR**"), their local applicable data protection laws and regulations (which, in the case of the Insurer, means the Maltese Data Protection Act, Chapter 586 of the laws of Malta) and the practices set out in their respective privacy notices.

Those Privacy Notices may be accessed and consulted through the following links:

- o The Insurer (<https://www.cowen.com/regulatory-disclosures>) and
- o The Broker (<https://frostinsurances.ie>)

During the course of this Insurance Policy, the Insurer and the Broker will each act as a controller of, and may share with one another, personal data relating to the Policyholder and its Beneficiaries ("**Policy Personal Data**"). The Insurer and the Broker have warranted and represented to each other that they will only process such Policy Personal Data fairly and lawfully and shall ensure that they have legitimate grounds under the data protection laws for any processing that may be carried out by them.

In that respect, the Insurer and Broker have also determined that they are joint controllers of the Policy Personal Data. In accordance with article 26, GDPR, they have thus provided below the essence (i.e., a summary) of their joint controller relationship and arrangement:

- i. the identity and contact details of the joint controllers are:
 - Cowen Insurance Company Limited, a company incorporated in Malta with company number C55905 and its registered office at 380, Level 2, Canon Road, Santa Venera, Malta (i.e., the "**Insurer**"). Its data protection officer, who serves as its contact point on all data protection matters, can be contacted at: dpo@cowen-insurance.com;
 - Frost Insurances Ltd. Its data protection officer, who serves as its contact point on all data protection matters, can be contacted at: info@frostinsurances.ie
- ii. the personal data which is under their joint control covers the following:
 - All data specifically relevant to the creating of a policy for Insurance.
- iii. the Broker shall be primarily responsible for notifying the relevant data subjects of the Policy Personal Data of the matters specified in articles 13 and 14 of the GDPR (such as the purposes for processing their data, potential recipients, retention timeframes). In that context, the main purposes for processing such Policy Personal Data are likely to relate to the execution, performance and administration of the Insurance Policy, including claims, and for operational and compliance purposes, such as financial management or fraud prevention or reporting. The data collected for such purposes is strictly required. Without it, the entry into and performance of the policy (including claims) will be rendered difficult, if not impossible, for the parties;
- iv. where a data subject of such Policy Personal Data attempts to exercise any one of its data subject rights under the GDPR (which are described further on below), the Broker shall assume responsibility for responding to that request, with the cooperation of the Insurer. Moreover, in the event that the Insurer receives a data subject request, the parties have

agreed that the Insurer will forward it to the Broker so that it may handle it and interface with the data subject; and
v. if either party becomes aware of a personal data breach affecting or relating to any Policy Personal Data, that party shall promptly inform the other so as to allow them, as joint controllers, to investigate the breach and determine its cause. Although the parties will jointly participate in this investigation, any mandatory notifications about it will only be made by the party with whom the breach was committed or from whom the reason for the breach originates. If the reason for the breach cannot be attributed to any one of the parties, then the Broker shall take lead on, and be responsible for, ensuring compliance with all data breach reporting or notification obligations.

NOTE HOWEVER that irrespective of the terms of those joint controller arrangements (as described above), the data subjects are not bound by them and may exercise their rights in respect of and against each of the Insurer and the Broker. Therefore, even though contact points have been designated in order to in particular facilitate the handling of data subject requests, data subjects are not obliged to keep to them and may freely choose to direct their requests to either or both the Insurer and Broker.

LEGAL RIGHTS

Under certain circumstances, the data subject has certain rights in relation to his or her personal data:

- o *Request access to your personal data.*
- o *Request correction (**rectification**) of your personal data.*
- o *Request erasure of your personal data.*
- o *Object to processing of your personal data.*
- o *Request restriction of processing your personal data.*
- o *Request transfer of your personal data.*
- o *Right to withdraw consent.*

Those data subject rights are not absolute or unreservedly guaranteed, but need to be weighed against the controller's own legal obligations and legitimate interests (in this case, the Insurer and the Broker).

Further detail on the nature of those rights, and what they involve, will be provided by the Broker, as the party designated as being responsible for compliance with such matters. Alternatively, such detail can be obtained from the parties' respective privacy notices (see above links).

Data subjects also have the right to lodge a complaint at any time to a competent supervisory authority on data protection matters, such as (in particular) the supervisory authority based in the place of their habitual residence or place of work. In the case of Malta, this is the Office of the Information and Data Protection Commissioner (the "IDPC") (<https://idpc.org.mt>). The Complaints Manager Frost Insurance Ltd, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland
Phone: + 353 (0)61 310566 | Email: info@frostinsurances.ie | Website: www.frostinsurances.ie

Section 4: Legal Protection Section

THE MEANING OF WORDS IN THIS SECTION

appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person appointed to act on the **insured person's** behalf.

business

As shown in the policy schedule.

costs and expenses

- a. Legal costs All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.

Also the costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

- b. **Attendance expenses** In the event of the **insured person's** absence from work, **attendance expenses** to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the **appointed representative**. The maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you** have paid them, or the court or the Workplace Relations Commission, has paid or awarded them.

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

- i. the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- ii. if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- iii. if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

countries covered

For insured incidents **1 Legal Defence (excluding 1(4) (Statutory notice appeals)** The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents the Republic of Ireland.

ARAG 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, which could include a no win, no fee agreement. Where a law firm is acting as an **appointed representative** the amount is currently up to a maximum of €150 per hour.

date of occurrence

- a. For civil cases the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events (this is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it).
- b. For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- c. For insured incident **1 Legal Defence 4 Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

insured person

You and the directors, partners, managers, employees and any other individuals declared to **us** by **you**. Please note this section will only cover an **insured person** in respect of an insured incident arising in direct connection with the activities of the **business** shown in the schedule. It does not cover an **insured person's** interest in any other business, commercial enterprise, trade or profession.

insurer

ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

period of insurance

The period for which **we** have agreed to cover the **insured person**.

preferred law firm

A law firm **we** choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

reasonable prospects

- a. For civil cases, the prospects that the **insured person** will recover losses or damages (or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%.
We, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- b. For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c. For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

we, us, our, ARAG

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

you, your

The **business** that has taken out this section (shown as the policyholder in the policy schedule).

WELCOME TO ARAG COMMERCIAL LEGAL PROTECTION

Thank **you** for purchasing this **ARAG** commercial legal protection cover. To make sure that **you** get the most from **your ARAG** cover, please take time to read the policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser. It will help if **you** keep the following points in mind:

HELPING YOU WITH YOUR LEGAL PROBLEMS

You can phone **us** any time on **1850 670 747** for advice on any commercial legal problem subject to the laws of the Republic of Ireland, UK, Isle of Man and Channel Islands affecting **your business**.

MAKING A CLAIM

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

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

WHEN WE CANNOT HELP

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

HOW TO MAKE A COMPLAINT

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Head of Operations at **ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20**. **You** can also phone **us** during standard office hours on **01 670 7470** or email **us** at customerrelations@arag.ie. Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Insurance Division of the Financial Services and Pensions Ombudsman at **3rd Floor | Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. **You** can also contact them on **1890 882 090**. Website www.financialombudsman.ie **You** can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website www.insuranceireland.eu

Using these services does not affect **your** right to take legal action.

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

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG.

ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

Website: www.arag.ie



Adrienne O'Sullivan, Chief Executive Officer, ARAG Legal Protection Limited

OUR AGREEMENT

This section, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by **you** shall be incorporated in the contract.

We agree to provide the insurance described in this section for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** and in accordance with the operative covers shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section and schedule, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with in the **countries covered** by: a court; or any other body which we agree to, and
4. the insured incident happens within the **countries covered**.

WHAT WE WILL PAY

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

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the policy schedule
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. This will vary depending on the type of claim, but the hourly amount **we** will pay a law firm will be included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of insured incident **1 Legal Defence (6) (attendance expenses)** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

WHAT WE WILL NOT PAY

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

For advice call 1850 670 747 and to make a claim call 01 670 7470

What is covered

Please also refer to our agreement on page 37.

What is not covered

Please also refer to the section exclusions on page 39.

LEGAL DEFENCE

At **your** request

1. **Costs and expenses** to defend the **insured person's** legal rights: **(a)** prior to the issue of legal proceedings when dealing with the Gardai, or Health and Safety Authority and/or regional health boards where it is alleged that the **insured person** has or may have committed a criminal offence; or **(b)** following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction. **Provided that: In so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned, the countries covered shall be any place where the Act applies.**
2. **Costs and expenses** to defend **your** legal rights following civil action taken against you for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees.
4. **Costs and expenses** to defend the **insured person's** legal rights in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.
5. **Costs and expenses:**
 (a) to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or data processor by:
 (1) An individual. **We** will also pay any compensation award in respect of such a claim. (2) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim. (b) to represent the **business** in appealing against the refusal of the Data Protection Commissioner to register the businesses application for registration. **Provided that:** (a) In respect of 5(a)(1) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**. (b) At the time of the **insured incident you** have registered with the Data Protection Commissioner. Please note **we** will not cover the cost of fines imposed by the Data Protection Commissioner, or any other regulatory and/or criminal body. Please see policy exclusion 3, page 39.
6. **We** will pay the **attendance expenses** of an **insured person** for jury service or attending any court or tribunal at the request of the **appointed representative**.

Provided that: For each of the above sections of Legal Defence cover you request us to provide cover for the insured person.

A claim relating to the following:

1. An **insured person** driving without valid motor insurance.
2. Any claims arising from parking or obstruction offences.
3. Any motor related prosecution where **you** own or have use of more than 6 motor vehicles for the **business**.

*Please note these exclusions apply to section 1 of the **Legal defence** cover.*

4. An appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence.
5. A Statutory Notice issued in connection with the **insured person's** regulatory or governing body.

*Please note these exclusions apply to section 4 of the **Legal defence** cover.*

6. (a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or (b) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism. Please note this exclusion applies to section 5 of the Legal Defence cover.

SECTION EXCLUSIONS

We will not pay for the following:

1. **Late reported claims**
Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs we have not agreed**
Costs and expenses incurred before the written acceptance of a claim by **us**.
3. **Court awards and fines**
Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
4. **Intellectual property rights**
Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. **Franchise or agency agreements**
Any claim relating to rights under a franchise or agency agreement entered into by **you**.
6. **Deliberate acts**
Any insured incident deliberately or intentionally caused by an **insured person**.
7. **A dispute with ARAG**
A dispute with **us** not otherwise dealt with under policy condition 7.
8. **Shareholding or partnership disputes**
Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
9. **Judicial reviews, inquests, inquiries and injunctions**
Costs and expenses arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
10. **Nuclear, war and terrorism risks**
Any claim caused by, contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005;
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
11. **Legal action we have not agreed**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
12. **Defamation**
Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
13. **Bankruptcy**
Any claim where either at the start of, or during the course of a claim, **you**:
 - a. are declared bankrupt
 - b. have filed a bankruptcy petition
 - c. have filed a winding-up petition
 - d. have made an arrangement with **your** creditors
 - e. have entered into a deed of arrangement
 - f. are in liquidation
 - g. part or all of **your** affairs or property are in the care or control of a receiver or administrator.
14. **Calendar date devices**

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

15. **Excess claims**

Costs and expenses arising from or relating to an insured incident also covered by another policy where the claim under this section is for the excess applied under the other policy.

SECTION CONDITIONS

1. Your representation

- a. On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- 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 or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- 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 hourly amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type, **we** will pay up to a maximum of €150 per hour.
- 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.

2. Your responsibilities

An **insured person** must:

- a. co-operate fully with **us** and the **appointed representative**;
- b. give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- a. An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c. **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.

4. Assessing and recovering costs

- a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b. An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

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

6. Withdrawing cover

- a. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- b. If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards, **we** have agreed to, up to the date cover was withdrawn.

7. Disputes

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business **you** can contact the Financial Services and Pensions Ombudsman for help. Details available from www.financialombudsman.ie. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement

over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

8. Expert opinion

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

9. Keeping to the section terms

An **insured person** must:

- a. keep to the terms and conditions of this section
- b. notify **us** immediately of any alteration which may materially affect **our** assessment of the risk
- c. take reasonable steps to avoid and prevent claims
- d. take reasonable steps to avoid incurring unnecessary costs
- e. send everything **we** ask for in writing, and
- f. report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Fraudulent claims

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

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

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

12. Claims under this section by a third party

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

13. Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim. This section does not operate to cover excess claims. (Please refer to section exclusion 15).

14. VAT Registration

Where you are registered for VAT, any claims payment made under this section will be paid net of VAT.

15. Law that applies

This section will be governed by the laws of the Republic of Ireland. All Acts of the Oireachtas within this section wording shall include any subsequent amendment or replacement legislation.

PRIVACY STATEMENT

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

Collecting personal information

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

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

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

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

Your rights

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

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

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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 may record calls, other than those to the counselling service.

COMMERCIAL LEGAL ADVICE Call 1850 670 747

We will give you confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. Wherever possible the Commercial Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

Our legal advisors provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer you to one of our specialist advisors.

This will include certain areas of law for Scotland and Northern Ireland.

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

HEALTH & MEDICAL INFORMATION SERVICE Call 1890 254 164

We will give an insured person 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.

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

COUNSELLING Call 1850 670 407

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

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us on the above numbers to report a general insurance claim.

