

# Aqua Insurance Policy

DUAL

PRIVATE CLIENT







## Your DUAL Aqua Insurance Policy

Clear, simple, straightforward –  
what you need for peace of mind.

Aqua – DUAL Master ROI

Version 4.00 | 5 June 2024

Thank you for choosing DUAL's Aqua policy and for trusting DUAL with protecting what is precious to you. When your world is full of complexity, DUAL make protecting it simple.

If you wish to make changes, would like to know about DUAL's other insurance products or have any questions concerning your insurance requirements please speak to your intermediary as soon as possible.

I hope you will never need to have recourse to this policy, but in the event that you do, I assure you that DUAL will deal with your claim swiftly and without fuss. To make a claim on the policy, please refer to page 22.

DUAL provides very high standards of service, if you ever feel that DUAL could have handled a situation better or if you have any suggestions as to how DUAL could improve its service further please do not hesitate to contact me.



**Barry O'Dwyer**

Managing Director  
DUAL Underwriting Ireland DAC  
98, St Stephen's Green  
Dublin 2, D02 V324  
Ireland.

This home Insurance is arranged by Dual Underwriting Ireland DAC trading as DUAL Private Client which is regulated by the Central Bank of Ireland, and underwritten by Aviva Insurance Ireland DAC. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5. DUAL Private Client is a trading name of DUAL Underwriting Ireland DAC which is regulated by the Central Bank of Ireland. Registered No. 633531. Registered office: 98, St. Stephen's Green, Dublin 2 D02 V324.  
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# Contents

About your policy.....	6
Definitions.....	7
Data Protection - Applicable to ARAG plc.....	15
The right to cancel .....	17
Information about us .....	18
Other legal matters.....	19
Information you have given us .....	20
Changes we need to know about.....	21
Complaints .....	23
How to claim .....	25
General exclusions .....	30
General conditions.....	36
Your buildings .....	38
Your contents.....	43
Your contents: Additional covers.....	45
Your valuables.....	49
Your liability .....	53
Your property emergencies .....	60
Your personal emergencies .....	62
Accidental Injury .....	63
Your legal solutions.....	66
Your home emergency assistance .....	76
Definitions (Applicable to your home emergency assistance only).....	77
What to do .....	78

Events covered.....	79
Additional services.....	79
Conditions.....	81
Exclusions.....	81
Customer Care.....	82
Data Protection.....	83

## About your policy

This policy wording details the protection we provide.

## Definitions

We have set out below the defined terms used in this policy. They will have the same meaning wherever they are used in this policy.

In this section, all the defined terms are printed in bold. However, everywhere else in this policy, we have printed them in the regular font to make the policy easier to read.

**Accident** means a sudden, unexpected, unforeseen incident which occurs at an identifiable time and place and during the **period of insurance**.

**Amount insured** means the most **we** will pay (as stated in the **schedule**) unless this **policy** wording states that a different amount may be paid.

**Appointed representative** means the **preferred law** firm, law firm, accountant or other suitably qualified person appointed by **us** to act on **your** behalf.

**ARAG Standard Terms of Appointment** means 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.

**Bank cards** means credit, charge or debit cards.

**Buildings** means **your home** and **other permanent structures** owned by **you** and **shown on the schedule**.

**Buildings** includes your home and its fixtures and fittings, interior decorations, swimming pools, outdoor spas and hot tubs, fuel, septic and service tanks, terraces, patios, decks, paths, driveways, tennis courts, walls, fences and gates, utility pipes, cables, domestic underground and over-ground tanks supplying or serving the buildings and within the grounds of the **residence**.

**Chauffeur** means a person paid by **you** to drive **your** motor vehicle(s).

**Close relation** means **your** spouse, partner, legal guardian, father, mother, child (including adopted child, step child, and foster child), sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

**Contents** means household goods and personal property all of which are owned by **you** or for which you are responsible

This includes:

- food and drink;
- the cost of metered water that has accidentally escaped from **your** heating or plumbing system;
- the cost of domestic heating fuel that has accidentally escaped from **your** heating or plumbing system or has been stolen.

**Damage** means actual physical damage to, or destruction of, or the loss of use of tangible property.

**Domestic duties** means duties relating to **your residence, your home office business, incidental farming, your** personal care or acting as **your chauffeur**.

**Domestic employees** means any person working for **you** solely in respect of **domestic duties** and who is:

- employed by **you** in the Republic of Ireland, **United Kingdom**, Monaco, Switzerland or a country which is a member of the European Union; or
- self-employed and working on a labour only basis under **your** control or supervision in the Republic of Ireland, **United Kingdom**, Monaco, Switzerland or a country which is a member of the European Union.

**DUAL** means DUAL Underwriting Ireland DAC.

**Endorsement** means a change in the terms and conditions of this **policy** that can extend or restrict cover.

**Excess** means the amount for which **you** are responsible as the first part of **loss** arising from each **occurrence** for which **we** agree a claim as shown in the schedule.

**Fine art** and **Collectibles** means individual items, private collections and sets that:

- have artistic or historical value;
- are rare or unique; or
- are novel and of personal interest,

all of which are owned by **you** or for which **you** are legally responsible.

**Fine art** means:

- paintings, drawings, prints, photographs and etchings;
- antique and designer furniture;
- tapestries and rugs;
- statues, sculptures, ornaments, porcelain and glass; and
- any other item stated as an item of fine art in the **schedule**.

**Collectibles** means:

- books and manuscripts;
- clocks and barometers;
- gold/silver and gold/silver plated items;
- furs and guns;
- stamps, coins, medal collections, other collectibles and memorabilia;
- wine and spirits; and
- any other item stated as a collectible in the **schedule**.

**Home** means the main dwelling and attached buildings at the **residence** listed in the **schedule** and owned by **you**.

**Home office business** means office clerical and administrative work, which is carried out in **your residence** by **you** or **your employees**, provided that **you** do not employ more than 5 people for such work.

**Home office business equipment** means office furniture, equipment, computers, office supplies and stationery, used to conduct **your home office business**.

**Home office business stock** means supplies, goods or merchandise kept at **your buildings** and which are connected solely to **your home office business**.

**Identity theft** means the theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

**Incidental farming** means farming, and stabling of horses, carried out by **you** at **your residence**.

To qualify as incidental farming:

- **your domestic employees** must not work more than 1,000 hours in total in any 12-month period;
- and no more than €50,000 in gross annual revenues can be produced in any 12-month period.

**Incidental motor vehicles** means motor vehicles, whilst not being driven on public roads but which are:

- used at **your residence** for the purposes of **domestic duties**; or
- designed to assist the disabled; or
- designed for recreational use off public roads (including quad bikes and golf buggies),

provided that they are not required by law to be licensed, registered or covered by motor liability insurance.

**Injury** means identifiable physical bodily harm, caused solely by accidental means and not resulting from sickness or disease or intentional self-harm.

**Jewellery** means items worn, or intended to be worn, made of or containing gemstones, silver, gold, platinum or other precious metals, all of which are owned by **you** or for which **you** are legally responsible. This also includes watches and set or unset gemstones.

**Legal claim** under *Your liability* means:

- a written demand for monetary or non-monetary relief;
- any proceeding in a court of law or equity, or arbitration; or
- any regulatory or administrative proceeding.

**Legal costs** means:

- legal costs and disbursements reasonably incurred by the **appointed adviser** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**;
- legal costs and disbursements reasonably incurred by **the appointed adviser** and agreed by **us** on a party/party basis;

- in civil claims, the other side’s costs, fees and disbursements where **you** have been ordered to pay them or pay them with **our** agreement;
- in the event of **your** absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the **appointed representative**. The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount **your** employer has paid **you**, or the court or the Workplace Relations Commission, has paid or awarded **you**.

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

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

**Loss** means:

- under *Your buildings, Your contents, Your valuables and Your property emergencies*, loss or **damage**; and
- under *Your liability*:
  - **damage**; or
  - personal injury, which means:
    - injury, and resulting sickness disease and death;
    - false arrest; false imprisonment or unlawful detention;
    - shock, mental injury or anguish;
    - invasion of the right of privacy;
    - defamation of character
    - malicious prosecution; or
    - unlawful entry or eviction.

**Loss of hearing** means the total and permanent loss of hearing in one or both ears.

**Loss of limb** means:

- loss of a leg or foot means either that it has been severed at or above the ankle, or that **you** have permanently lost the use of an entire leg or foot.
- loss of an arm or hand means either that it has been severed at or above the wrist, or that **you** have permanently lost the use of an entire arm or hand.

**Loss of sight** means:

- permanent and total loss of sight in both eyes is evidenced on the authority of a fully qualified ophthalmic specialist.
- permanent and total loss of sight in one eye means that the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

**Loss of speech** means the total and permanent loss of the ability to speak audibly and intelligibly.

**Market value** means the amount taking the average value determined by two independent valuers one selected by **you** and one by **us**.

**Medical practitioner** means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise but does not include **you** or a member of **your** family.

**Money** means bank notes and coins (that are not part of a collection), cheques, bank drafts, travel tickets, traveller's cheques or savings certificates.

**Occurrence** means:

- under *Your buildings, Your contents* and *Your valuables*, all **loss** arising out of one event where the event first occurs during the **period of insurance**; and
- under *Your liability*, any one event or series of events which is sudden and accidental arising out of one original cause of **loss** which first occurs during the **period of insurance**.

**Other permanent structures** means any other permanent structures, owned by **you**, within the grounds of **your residence** but not attached to **your home**.

**Period of insurance** means the period that this **policy** is in force as stated in the **schedule**.

**Personal digital data** means music, videos and photographs stored on **your** personal computer, tablet or phone.

**Personal Injuries Assessment Board (PIAB)** means the independent state body which assesses personal injury compensation.

**Pets** means domestic pets.

**Policy** means this policy wording, the **schedule**, any **endorsements and the information provided by you**.

**Pollution** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, for example, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, for example, material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.

**Preferred law firm** means 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 **your** 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** means:

- for civil cases, the prospects that **you** 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.
- for criminal cases there is no requirement for there to be prospects of a successful outcome.
- for all civil and criminal appeals the prospect of a successful outcome must be at least 51%.

**Rebuild cost** means the sum, as at the time of the **occurrence**, which is required to restore, repair, replace or rebuild a **building**, whichever is less, using the same design, quality of materials and workmanship which existed immediately before the **occurrence**.

It does not include the costs of excavation, replacement or stabilisation of land.

**Residence** means any of the following which are listed on the **schedule**:

- any **buildings** and grounds in any one location owned by **you**; or
- any other property **you** own or reside in.

**Revenue audit** means an examination by the Revenue Commissioners of **your** self assessment return for income tax or capital gains tax.

**Schedule** means the document entitled 'Your Policy Schedule' that relates to and forms part of this policy and which gives details of the cover you have. You should read your Schedule together with this policy booklet, and the information you have provided as these form the contract of insurance.

**Temporary residence** means:

- a private residence occupied by **you**; or
- the bedroom(s) or suite(s) occupied by **you** at a hotel, resort or on-board a watercraft.

**Tenants' improvements** means additions, alterations or installations that **you** paid for, or are responsible for, at **your residence**.

**Terrorism** means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear. It also includes any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

**Valuables** means items of:

- **fine art** and **collectibles**;
- **couture clothing** and **designer clothing**; and
- **jewellery**.

**Visitors** means:

- **domestic employees** who work but do not live at **your residence**; and
- individuals **you** have invited to **your residence** or **temporary residence**, not including those persons who pay rent to live in **your residence**.

**Watercraft** means a boat or other vessel that travels on water (including its furnishings, equipment and outboard motors).

**We/us/our** means:

- under all sections other than *Your legal solutions & home emergency assistance*: Aviva Insurance Ireland DAC
- under Your legal solutions: Cover is provided by ARAG Legal Protection Limited and underwritten by ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG.
- under Your home emergency assistance: cover is provided by ARAG Legal Protection Limited and underwritten by MAWDY Ireland.

**You/your** means the person, persons or legal entity named as the policyholder in the **schedule** and all members of **your** family (including adopted children, stepchildren and foster children), spouses, fiancé(e)s, co-habitees or partners who live:

- permanently in **your residence**; or
- temporarily away from **your residence** while at school, college or university.

It also includes **domestic employees** who live permanently in **your residence** unless **we** state otherwise in this **policy**.

**You/your** does not include those persons who pay rent to live in **your residence**.

## The contract between us

This policy, which is defined as this policy wording, the schedule, any endorsements and the information provided by you forms the contract between you and us.

In deciding to accept this policy, and in setting the terms and premium, we have relied on the information which you have provided to us. So please make sure it is accurate, complete and kept up to date.

We will, in consideration of the payment of the premium, insure you, subject to the terms and conditions of this policy, against the events:

- set out in each section of the policy wording, unless shown to be excluded or altered by an endorsement shown in the policy schedule; and
- which occur during the period of insurance.

### Reading this policy

Please read this policy carefully and make sure that it meets your needs. If any corrections are necessary, or you require clarification, you should contact your insurance adviser who arranged this policy. If you wish to increase or add elements of cover to this policy, you should also contact your insurance adviser.

Please keep this policy in a safe place – you may need to refer to it if you have to make a claim.

### Defined terms

Certain terms, including 'you' and 'we', have special meanings in this document. You can find them listed in Definitions (page 6). You can also find a list at the start of each section, showing the defined terms in that section.

### Alerting you to important information

**Action alerts:** these green boxes draw your attention to important actions you need to take, either to maintain your cover or in the event of a claim.

**Attention alerts:** these red boxes draw your attention to terms which limit your cover.

## DATA PROTECTION - Applicable to ARAG plc

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](http://www.arag.ie).

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. 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.

## Applicable to DUAL Underwriting Ireland DAC

Please note that any information provided to DUAL will be processed by DUAL and DUAL's agents in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

DUAL regularly collect and use information which may identify individuals ("personal data"), including insured persons or claimants.

DUAL understands its responsibilities to handle your personal data with care, to keep it secure and to comply with applicable data protection laws.

For more information about how DUAL process your personal information, please find DUAL's full privacy notice at: <https://www.dualunderwriting.com/en/privacy-policy/>

# The right to cancel

## Your right to cancel

### During the cooling-off period

You can cancel this policy by notifying us within 14 business days of either:

- the date on which you receive your policy documents; or
- the start of your period of insurance,

whichever is the later.

You need to let your intermediary or broker know, quoting your policy number, so we can cancel the policy. We will work out the premium for the period we have been insuring you and refund the balance.

### After the cooling-off period

You can cancel this policy after the cooling-off period by notifying us. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force, unless you have made a claim, in which case the full annual premium is due.

## Our right to cancel

We may cancel this policy by sending 14 days' notice by post to your last known address. You will then be entitled to a refund of part of your premium.

## Information about us

This policy comprises of different sections and is issued by DUAL and underwritten as follows:

- Cover under all sections **other than *Your legal solutions & Your home emergency assistance***, will be provided by Aviva Insurance-Ireland DAC  
Aviva Insurance Ireland Designated Activity Company trading as Aviva, is regulated by the Central Bank of Ireland.
- Cover under *Your legal solutions* is provided by ARAG Legal Protection Limited and underwritten by ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG.  
ARAG Legal Protection Limited is authorised and regulated by the Central Bank of Ireland.  
Registered Office: 1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland, Registered in Ireland No. 639625.
- Cover under *Your home emergency assistance*: cover is provided by ARAG Legal Protection Limited and underwritten by MAWDY Ireland.  
ARAG Legal Protection Limited is authorised and regulated by the Central Bank of Ireland.  
Registered Office: 1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland, Registered in Ireland No. 639625.  
MAWDY Ireland, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway. Company Registration Number 903874.

You can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie), which includes a register of all the firms they regulate.

DUAL Underwriting Ireland DAC and Aviva Insurance Ireland DAC are subject to the Central Bank of Ireland Consumer Protection Code which offers protection to consumers. The Consumer Protection Code can be found on the Central Bank's website: [www.centralbank.ie](http://www.centralbank.ie).

## Other legal matters

### Law and jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

### Language

The parties agree that the language of this policy and all communications relating to it will be in English.

### Currency

All monetary amounts stated in this policy are expressed in Euro.

### Sanctions and Export Controls

We shall not provide any benefit under this policy:

- to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any United Kingdom, European Union or United Nations sanction, prohibition or restriction imposed by law or regulation; or
- which relates to the supply or movement from one country to any embargoed territory listed by the United Kingdom, European Union or United Nations of controlled goods, military goods or dual use goods, including rifles, shotguns and antique fire arms.

## Information you have given us

### Take care to give us the right information

You are under a duty to answer all questions, which we ask, honestly and with reasonable care.

This is because in deciding to accept this policy, and in setting the terms including the premium, we have relied upon the information which you have provided to us.

# Changes we need to know about

## How a change may affect your policy

When we are notified of a change, we will tell you if this affects your policy.

For example, we may:

- cancel this policy in accordance with the provisions in The right to cancel (page 15; or
- amend the terms of this policy so that the amended terms are effective from the time of the change; and/or
- require you to pay more for this policy from the time of the change.

You may lose all benefit and cover under this policy if, since the start date of the policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten).

If you are in doubt about whether you need to tell us about a change you should contact the insurance adviser who arranged this policy.

## What to tell us about

Examples of changes you must tell us about include, but are not limited to, the following.

### **If your home is, or is likely to be, unoccupied**

Tell us if your home has not been permanently lived in, or is unlikely to be lived in, for 90 consecutive days, unless regularly attended by domestic employees or a property management company under a written contract. They must visit no less than once every 14 days. Their visit must include both internal and external checks.

### **If there is a change of use or occupancy at your residence**

Tell us if there is, or is likely to be, a change of use or change in occupancy at your residence, such as the letting of a building (either partially or fully).

### **Bankruptcy**

Tell us if you are made bankrupt and/or enter into an individual voluntary agreement.

**Building work**

Tell us about any building work that is intended to take place at a residence covered by this policy, which is estimated to cost more than €250,000, or if the property is going to be unoccupied. In these circumstances, you must notify us of the works at least 30 days before they commence, or before entering into any contract in relation to the building work, whichever is earlier.

**Changes to security or fire protection arrangements**

Tell us if any changes are made to the security or fire protection arrangements relating to your residence.

**Criminal offences**

Tell us if you are charged with, or convicted of, any criminal offence (other than motoring offences or spent convictions) under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016.

**Deterioration of your buildings**

Tell us if the physical state of your buildings deteriorates in any way, including, but not limited to where there is evidence of subsidence e.g. cracking on internal or external walls.

## Complaints

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. Your insurance intermediary or broker has arranged this policy with DUAL Underwriting Ireland DAC for you which is underwritten by Aviva Insurance Ireland DAC **other than** Your legal solutions which is provided by ARAG Legal Protection Limited and underwritten by ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG and Your home emergency assistance which is provided by ARAG Legal Protection Limited and underwritten by MAWDY Ireland.

If you wish to make a complaint in relation to cover for your buildings, contents, valuables, liability or property emergencies (for which is covered by this policy) you can do so at any time by referring the matter to;

Managing Director

DUAL Underwriting Ireland DAC

98, St. Stephen's Green, Dublin 2 D02 V324

Email: [enquiry@dualgroup.ie](mailto:enquiry@dualgroup.ie)

Telephone: 01 664 0001.

Alternatively if your complaint relates to cover under any sections other than 'Your legal solutions & Your home emergency assistance' sections; you can contact: Aviva Insurance Ireland DAC by writing to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, **Cherrywood Business Park, Dublin, Ireland, D18 W2P5.**

In relation to any complaint under this policy you can also contact the following:

**Insurance Ireland's Insurance Information Service** at First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Phone: 01 676 1820, Fax: 01 676 1943 E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)

Website: "<http://www.insuranceireland.eu>" [www.insuranceireland.eu](http://www.insuranceireland.eu)

**The Financial Services and Pensions Ombudsman** Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Phone: 01 567 7000, E-mail: [info@fspo.ie](mailto:info@fspo.ie)

Website: "<http://www.fspo.ie>" [www.fspo.ie](http://www.fspo.ie)

You will not lose your right to take legal action if you contact either of the above.

## Your legal solutions

If you wish to make a complaint in relation to these sections, you can do so at any time by referring the matter to:

### Head of Operations

ARAG Legal Protection Limited

1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland

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

Telephone: 01 670 7470

## Your Home Emergency Assistance

If you wish to make a complaint in relation to this section You may call the Home Emergency Assistance Helpline on 091501662, or email [iecomplaintsnotifications@mapfre.com](mailto:iecomplaintsnotifications@mapfre.com)

We undertake to respond to You within five working days of receipt of Your letter. If we have not replied to Your complaint by then, we will send You an acknowledgment letter to keep You informed of progress.

Should You remain dissatisfied, You may contact:

Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House, Lincoln Place,

Dublin 2, D02 VH29.

Phone: +353 1 567 7000

E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)

Website: [www.fspoi.ie](http://www.fspoi.ie)

Following this procedure does not affect Your legal rights.

## How to claim

How to make a claim (This claims process does not apply to Your legal solutions Or Your Home Emergency Assistance sections. If you need to make a claim under Your legal solutions section, please refer to page 65 of this policy booklet. If you need to make a claim under Your Home Emergency Assistance section, please refer to page 75 of this policy booklet).

If you have experienced a problem that may result in a claim phone Aviva Property Claims Service on 1800 147 147 as soon as you can for help and guidance with your claim.

### Submitting your claim

You must tell us as soon as practicably possible of any incident or circumstance which may lead to a claim under this policy.

You will need to provide us with a detailed account of what has happened including details of any loss or damage or legal claim.

It will help if you make detailed notes at the time, and take photographs of any damage.

If a crime has been committed:

- call the Gardai; and
- you must report any lost property to the Gardai
- get a crime number; and
- give us the crime number.

If you do not comply with these conditions, it may mean that your claim is reduced or not paid.

### Supporting the claims process

You can support your claim in a number of ways, depending on the situation.

You must make any damaged property available to us for inspection as often as we need.

You must co-operate with us in your defence by:

- helping us to make settlements; and
- attending hearings and trials.

Where we request it, you must enforce any right of contribution or reimbursement against any person or organisation who may be liable.

We may ask for independent medical examinations in relation to any claim under this policy.

## How we settle claims

We may arrange for a contractor appointed by us to repair, reinstate or replace the lost or damaged property. Where we opt to use our discretion to reinstate property to settle a claim, we will provide you in advance with details of the scope of the work that has been approved and the cost.

If we decide to pay a cash amount to settle the loss or damage we will not pay more than a contractor appointed by us would have charged for the repair, replacement or reinstatement unless stated elsewhere or otherwise in the policy.

If we decide to settle your claim with the payment of an agreed cash sum, stage payments of the agreed sum can be made by us and a portion of the agreed sum will be retained by us, as permitted by the Consumer Insurance Contracts Act 2019, until the agreed works are completed within the agreed scope.

When these agreed works have been completed within the agreed scope and supporting invoices and receipts or any additional evidence we may reasonably request have been provided to us to confirm the total cost incurred, the full agreed sum will be paid. Other insurances. If at the time of a claim another policy covers any item or event insured under this policy, we will only pay our proportionate share of the claim regardless of any exclusions which apply under the other policy. Your responsibilities. In the event of a claim you must:

immediately let us know about any event which may give rise to a claim under the policy;

not admit, deny, negotiate, or settle a claim without our written permission;

let the police know immediately if property is lost, stolen, maliciously damaged or vandalised;

within 60 days of any event, provide all details, documents, proof of ownership and value, information and help which we may need;

let us know immediately about any claims made against you or, if legal steps or procedures are involved, send us all communications you have received; and

immediately allow us to inspect any damage to property which you may claim for under this policy. Our rights. In the event of a claim we may:

enter any building where loss or damage has happened and deal with the salvage, but you may not leave property with us for us to deal with;

take over, and carry out in your name, the defence or settlement of any claim; or

take legal proceedings in your name against other people to recover any payment we have made under this policy. We will pay any costs involved and keep any benefit.

Arbitration. Any dispute between you and us (about our liability over a claim or the amount to be paid), must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If you do not refer such a dispute to arbitration within 12 months, we will treat the claim as abandoned.

After any incident or occurrence which may lead to a claim, you must:

- not admit liability;
- not admit, deny, negotiate, or settle a claim without our written permission
- co-operate with us fully and provide all information that we require;
- obtain and provide to us names and addresses of any injured parties and witnesses (if any were present);
- as soon as is practicably possible, send us every item of correspondence and legal documents you have, as well as details of any conversations relating to your claim; and
- not appoint legal representation without our written permission.
- within 60 days of any event, provide all details, documents, proof of ownership and value, information and help which we may need

If you do not comply with these conditions, it may mean that your claim is reduced or not paid.

## Conditions relating to claims

The conditions listed below apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

### Claims management

Acting in your name, we may take over the defence or settlement of any claim at our expense.

### Your property

Your property shall remain yours at all times. We will not take ownership of, accept liability for, sell or dispose of any of your property unless:

- we agree with you in writing that we shall do so;
- you surrender your property as set out under the Pairs and sets condition; or
- your property is recovered as set out under the Recovered property condition.

### Pairs and sets

When a loss or damage occurs within a clearly identifiable area or to a specific part of an item the Insurer will not cover any undamaged item or parts of items which form part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. The Insurer will only be liable for the value of the particular item, part or parts that have been lost or damaged.

If the loss is covered under *Your valuables*, you decide which option applies to your claim. If it is covered by any other section, we will decide which option applies.

We will not pay more than the amount insured for each occurrence or, where the part of a set, pair, suite or any other article of a uniform nature is an unspecified valuable, we will not pay more than the single item limit for unspecified valuables.

### Recovered property

If you recover any of your contents or valuables after we have paid your claim, you must notify us as soon as possible. At your option you can either:

- repay us the same value paid under your claim for the item(s) recovered; or
- surrender to us the item(s) recovered.

If we recover any of your contents or valuables after we have paid your claim, we will notify you and you may buy the item(s) back from us at the same value paid under your claim.

If you recover any of your property that was stolen or lost after we have paid a claim, you must notify us.

### Reward

At our discretion, and only as allowed by any applicable law, we will pay a reward of up to €25,000 for information leading to a criminal conviction of anyone who committed an illegal act which resulted in a payment under this policy.

We will not pay any rewards to you, a close relation, or the police or other authority.

### Rights of recovery

Where we pay a claim under this policy and you have the right to recover from a third party, we may commence legal proceedings in your name to recover, for ourselves, sums up to the amount of the claim paid under this policy.

You must:

- provide us with all the help we need to recover such sums; and
- do nothing to prejudice any rights that may exist for your benefit against a third party.

**Joint Policy Holder Condition**

When there is more than one person named as the insured on the policy and we receive instructions from one of those named insured people, we will treat it as though each insured person has given us the instructions and that all insured persons agree and consent to those instructions being given to us. We will accept the instructions received on face value. It is not our responsibility to check whether the person who so instructs us has the permission and consent of the other persons insured.

**Purchaser's Clause**

If you exchange contracts to sell your home and the building is damaged or destroyed before the sale has been completed, the person you are selling to will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if the person you are selling to has arranged other insurance.

## General exclusions

These exclusions apply to each and every section of this policy, unless otherwise stated. They apply in addition to any specific exclusions listed under a particular section.

### Communicable disease

We do not cover any loss, damage, injury, legal claim, costs, expenses or liability which is directly or indirectly caused by, contributed to or arising from any disease, virus or syndrome that can be spread from one person to another or from an animal to a person, regardless of any other cause or event contributing concurrently or in any other sequence.

This includes without limitation,

- 1) any measures taken by any governmental public or other authority or any other person for the prevention suppression mitigation cleaning or removal of any Communicable Disease; or
- 2) any fear or threat of any Communicable Disease.

For the purposes of this exclusion Communicable Disease is defined as any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any mutation or variation thereof whether deemed living or not,
- 2) the method of transmission whether direct or indirect, includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms,
- 3) the disease substance or agent can cause or threaten death bodily injury shock illness disease or damage to human health human welfare or property.

### Compliance with regulation

We will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

### Confiscation

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from the destruction, confiscation or seizure of your property under the order of any government or public or local authority.

**Cyber risks**

We will not cover any loss, damage or liability caused by, or resulting directly or indirectly from or in connect with:

- a) losing, altering or damaging; or
- b) reducing the functionality, availability or operation of;

a computer system, hardware, program, software, a data information store, microchip, integrated circuit or similar device in computer or non-computer equipment whether belonging to you or not, that results from deliberately or negligently transferring a computer program that contains any malicious or damaging code.

**Deliberate damage**

We will not cover loss or damage caused by any deliberate or malicious act of any member of your household, paying guests, tenants or lodgers.

**Dishonest, intentional acts and misappropriation**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses:

- caused by or arising from:
  - any dishonest act by you, or at your direction; or
  - any criminal act by you or at your direction, other than where a criminal act is to be defended under *Your legal solutions*;
- deliberately or recklessly caused by you, arising from your actions or arising from the actions of a person directed by you; or
- caused by or arising from misappropriation by you or by a person directed by you.

For the purposes of this exclusion, the definition of ‘you’ does not include domestic employees unless the domestic employee is directed by you.

**Erosion**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from coastal or river bank erosion.

**Escape of Water**

We do not cover any loss, damage or expense caused by or arising out of the escape of water from any:

- fixed domestic water or heating installation;
- fixed water tanks; or
- any water apparatus or pipes;

whilst your home has not been lived in by you or by a person authorised by you for a period of 90 consecutive days.

This exclusion does not apply if:

- you keep your home and any other permanent structure which contain fixed domestic water or heating installations, fixed water tanks or water apparatus or pipes heated to a temperature of at least 5 degrees Celsius; or
- you shut off and drain the fixed domestic water or heating installations, fixed water tanks, water apparatus and pipes and you or a person nominated by you inspect the buildings at least once a week; and
- you have notified us in accordance with Changes we need to know about (page 21).

**Faulty, inadequate or defective planning**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from faulty, inadequate or defective:

- planning (including design, property development, planning permission, setting specifications, siting and surveying);
- compaction, construction, design, grading, re-modelling, renovation, repair, specifications and workmanship;
- materials used in repair, construction, renovation or re-modelling; or
- maintenance of part or all of any property whether on or off the residence.

This exclusion does not apply to ensuing loss unless another exclusion applies.

**Fees**

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

**Forgeries**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses in relation to items insured by us which are subsequently identified as being fakes or forgeries and have to be destroyed or relinquished by you.

**Frost**

We do not cover any loss caused by or arising from frost.

**Illegal substances**

We will not cover any loss, damage or liability arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to

facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or liability’.

#### **Insects, vermin or rodents**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or resulting from the actions of:

- moths;
- beetles;
- cockroaches;
- wasps or hornets; or
- rats or mice.

This exclusion does not apply to:

- the cover provided under *Your property emergencies - Nest removal* (page 60); or
- ensuing loss unless another exclusion applies.

#### **Maintenance, renovations and repairs**

We do not cover:

- the costs of maintenance or redecoration;
- Electrical or mechanical breakdown; or
- loss or damage to your buildings caused by the process of professional cleaning; or
- loss or damage to your buildings caused by alteration, repair, renovation, restoration, construction or decoration, unless
  - such building works cost less than €250,000; or
  - you have notified us in accordance with *Changes we need to know about* (page 19).

#### **Nuclear hazard, radioactive, chemical or biological contamination**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from or relating to:

- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- ionising radiations from 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 thereof; or

- radioactive, biological or chemical contamination due to or arising from terrorism. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.

#### **Pollution**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by, arising from or relating to pollution.

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

#### **Prior accidents, losses or occurrences**

We do not cover any accident, loss, injury or occurrence which occurs or commences prior to the start of the period of insurance.

#### **Sonic Bangs**

We will not cover loss or damage directly caused by pressure waves from aircraft or other flying object traveling above the speed of sound

#### **Sulphides**

We will not cover any loss or damage resulting from the presence of any sulphides including, but not limited to, pyrite and/or their derivatives.

#### **Unsuitable transportation and packing**

We do not cover any loss to any item during transit which is not suitably packed and secured relative to its value, materials used in its construction and the method of transportation.

#### **War and Terrorism**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from war, invasion, terrorism, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### **Wear and tear and breakdown**

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from:

- wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or loss which happens gradually over a period of time;
- inherent flaw, latent defect, mechanical or electrical breakdown;

- warping or shrinkage, rust, bacteria or other corrosion, wet or dry rot;
- exposure to climatic temperatures; or
- extremes of temperature, dampness or dryness of atmosphere, or water vapour (loss arising directly from rain, sleet, snow or hail is not excluded).

This exclusion does not apply to ensuing loss unless another exclusion applies.

## General conditions

These conditions apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

### Amount insured

We will not pay more than the relevant amount insured or limit unless otherwise expressly stated in this policy. Where more than one of you is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.

### Auto-renewal

DUAL Private Client will send your insurance intermediary or broker notification of renewal of the policy not less than 20 working days prior to the date of expiry of the policy. Your policy will be automatically renewed at the end of the period of insurance unless you inform us or we inform you, through DUAL Private Client, to the contrary. If your intention is not to renew your policy you must advise your insurance intermediary or broker of your intention before the expiry of the period of insurance to avoid any premium becoming due to us.

### Currency

Any amount of money referred to in this policy will be converted to the currency used in the schedule at the exchange rate that applies at the date of the claim.

### Duplicate cover

If you are covered under one section for your loss, we will not pay for that loss under a different section.

### Excess

We will not pay the amount of the excess as detailed in the schedule or as stated in this policy.

However, we will not apply the excess if an occurrence covered under the Your buildings and/or the Your contents section exceeds €30,000 in total.

No excess applies to any covered loss for food and drink.

### Improving your cover

We may improve the cover provided under our Aqua Home Insurance product. If we do so, we will automatically apply the improved cover to this policy without charging an additional premium. We will define a date for the improved cover to take effect.

**Other insurance**

If any loss, damage, injury, liability, legal claim, cost or expense is covered by this policy and by any other insurance policy under which you are insured, we will only pay our proportionate share of the claim regardless of any exclusions which apply under the other policy.

**Protection from inflation**

At each renewal we may adjust the amount insured for buildings and contents to account for the effects of inflation by a suitable amount as decided by us. At each renewal, the premium will be calculated on the adjusted amount insured.

**Transferring the policy**

No person covered under this policy may transfer or assign their interest in this policy to anyone else without our prior written agreement and consent from us.

**Taking care**

You must take practical steps to prevent and mitigate all loss, damage, injury, liability, legal claims, cost and/or expenses covered by this policy. You must also take practical steps to protect your property.

You must keep and maintain your property in a good condition and state of repair.

If you do not comply with these provisions, we may refuse to pay or reduce any payment we make for a claim.

## Your buildings

We cover your buildings against risk of loss and damage.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

Cover for a residence under this section, including the additional covers, is only provided where an amount insured is stated in the schedule.

### The amount insured

The amount insured for buildings at each residence covered by this section is stated in your schedule. The amount insured applies to each occurrence and is subject to the excess stated in your schedule.

### What we will pay

If your schedule shows that you have cover for rebuild costs, we will pay the rebuild cost of your buildings up to the amount insured.

If your schedule shows that you have cover for increased rebuild costs, we will pay the rebuild cost of your buildings even if this exceeds the amount insured.

Where loss occurs to a building, we will also pay for excavating, replacing or stabilising the land under or around it which is required for its rebuilding or repair. For each occurrence, we will pay up to 20% of the covered loss in respect of the building which suffered the loss.

## Your buildings: additional covers

These additional covers:

- apply automatically to residences at which your buildings are covered by this section;
- are provided in addition to the amount insured for Your buildings, unless we state otherwise; and
- are subject to the General conditions (page 33), the General exclusions (page 27), the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).

### Construction materials

We will provide cover against loss to any materials you own and which will be used in connection with construction works at your residence, as long as they are within the boundaries of your residence.

We will pay up to €15,000 for each occurrence.

### Fire Brigade Charges

We will pay the costs incurred by you and payable to a local authority, as permitted by legislation, resulting from Fire Brigade attendance as a result of any incident that is covered by this policy.

We will pay up to €10,000 for each occurrence.

### Garden and landscaping – damage

We will pay for loss to your garden and landscaping arising from:

- fire;
- lightning or explosion;
- earthquake;
- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by you;
- falling lamp-posts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each occurrence, we will pay up to €5,000:

- to restore trees, shrubs, plants and lawns and the repair of fences and gates, within the grounds of the residence; and
- to remove rubbish or other waste material which has been left at your residence by trespassers.

We will not pay more than €1,000 for any one tree, shrub or plant.

### Locating leaks

In circumstances which have given rise to a valid claim under this policy relating to a gas, oil or water leak, we will cover the cost of finding:

- a gas, oil or water leak from your heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply your buildings;
  - you are legally responsible for; and
  - are located underground and within the boundaries of your residence.

We will also repair any damage to your residence which directly results from efforts to find the leak.

We will pay up to the amount insured for buildings at the residence where the leak occurs.

We will only provide cover if the water, gas or oil leak was first discovered during the period of insurance.

**Rent owed to you**

If a building (or part of it) is uninhabitable as a result of a loss we have agreed to pay under this section, we will pay for rent (including ground rent) which you cannot recover as a landlord.

We will pay up to 25% of the combined buildings and contents sums insured shown in your schedule for that residence for the time it takes to make the building (or the affected part) habitable again.

We will pay your irrecoverable rent for the time it takes to make the building (or the affected part) habitable again, subject to a maximum period of three years from the date of loss or damage.

We will only provide cover if the building (or the affected part) was rented out at the time of the occurrence.

We will not provide cover for any loss of rent due to termination or expiry of a lease or rent agreement not arising directly as a result of the occurrence.

## Your buildings: exclusions

The exclusions listed below apply to the whole of the *Your buildings section*, unless we state otherwise.

### Leaking or overflowing of water or oil

We will not cover leaking or overflowing of water or oil from within any plumbing, heating or drainage system or fixed domestic appliance:

- while your home is unfurnished or
- unoccupied for more than 90 days in a row, unless you have informed us in advance;
- caused by wear and tear or deterioration;
- to walls or wall tiles caused by water from shower units;
- to the component or appliance from which water leaks (unless caused by freezing);
- caused by the leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings.

### Settlement

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

### Structural movement

We do not cover any loss or damage caused by the movement of your buildings, unless it is caused by subsidence.

### Subsidence

We do not cover any loss or damage to:

- any boundary wall, bridge, dock, domestic fixed tank, driveway, fence, footpath, garden wall, gate, jetty, land, patio, pavement, pier, retaining wall, sea wall, swimming pool, tennis court, terrace or wharf, caused by subsidence, unless the home at the residence is physically damaged at the same time; or
- solid floor slabs, unless the foundations underneath the external walls of your home are damaged at the same time and by the same cause.
- caused by normal settlement or shrinkage or by made-up ground moving, inadequate foundations, demolition, construction, or structural repair or alteration;
- erosion;
- caused by or arising from faulty, inadequate or defective planning or use of faulty or defective materials;

if any of the property on the site has previously been damaged by land; moving, subsiding or slipping, and you have not told us about it

#### **Theft or attempted theft**

We will not cover theft or attempted theft:

- while your home is unfurnished or unoccupied for more than 90 days in a row, unless you have informed us in advance;
- to money or stamps unless force and violence are used to get into or out of the buildings;
- while any part of the buildings are let, sublet, occupied by paying guests or used for business or professional purposes unless force and violence are used to get into or out of the buildings;
- not reported to the police;
- where the theft is carried out, or attempted, by any person(s) lawfully on the premises

## Your contents

We cover your contents against risks of loss and damage

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

### Your amount insured

The amount insured for your contents at each of your residences is stated in your schedule. The amount insured applies to each occurrence and is subject to the excess stated in your schedule.

### What we will pay

We will pay the full cost to replace or repair loss to your contents, whichever is less, up to the amount insured for each residence as stated in your schedule.

If the cost of replacing your contents is more than the amount you have insured them for, we may, at our discretion, pay an increased replacement cost or contribution to the increased replacement cost up to 50% more than the amount insured, if you have given us a professional valuation of your contents undertaken no more than 3 years before the occurrence.

You must maintain the amount insured for your contents at each particular residence covered by this section.

### Specified limits

For the categories of contents in the table below, there is a maximum limit we will pay for each occurrence. This does not increase the amount insured for contents, either here or elsewhere in this policy, except for jewellery where the maximum limit below is in addition to the cover provided in *Your valuables* (page 46).

Type of contents	Maximum for each occurrence
Money, documents and title deeds which are	
• Not in a locked safe	€5,000
• In a locked safe not location at the residence	€5,000
• In a locked safe at the residence	€5,000
Home office equipment and home office business stock	€20,000
Watercraft	€5,000
Jewellery	€2,500
Fine Art	€100,000
Non-motorised trailers and caravans	€5,000

Type of contents	Maximum for each occurrence
Incidental motor vehicles	€5,000
Personal digital data	€10,000

## Your contents: Additional covers

These additional covers:

- apply automatically to residences at which your contents are covered by this section;
- are provided in addition to the amount insured for Your contents, unless we state otherwise; and
- are subject to the General conditions (page 33), the General exclusions (page 27), the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).

### Locating leaks

- In circumstances which have given rise to a valid claim under this policy relating to a gas, oil or water leak, we will cover the cost of finding:
  - a gas, oil or water leak from your heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply your buildings;
  - you are legally responsible for; and
  - are located underground and within the boundaries of your residence.

We will also repair any damage to your tenants' improvements which directly results from efforts to find the leak up to the amount insured for tenants' improvements at the residence where the loss occurs.

We will only provide cover if:

- the water, gas or oil leak was first discovered during the period of insurance; and
- the leak occurs at a residence where your contents are covered by this policy.

### New items

We will cover loss to any items that you buy, are given or inherit during the period of insurance and which fall under the definition of contents.

For each occurrence we will pay up to 25% of the highest amount insured for contents at a single residence listed in your schedule.

We will not provide cover for an item unless you ask for it to be covered within 60 days of acquiring the item, and pay us the additional premium due from that date.

### Visitors

We will cover loss to the personal property of visitors to a residence at which contents are covered by this policy.

For each occurrence, we will pay up to the amount insured for your contents at that residence, or up to any specific limit which applies, whichever is less.

We do not provide cover for visitors' valuables or money.

These payments do not increase the amount insured for your contents, and only apply in excess of any other insurance cover which is in place.

## When you are a tenant or a leaseholder

### Tenants' improvements

If you are a tenant or leaseholder at a residence where your contents are covered by this policy, we will cover any loss that occurs to your tenants' improvements. We will pay up to 10% of the amount insured for contents at the residence where the loss occurs, or the amount stated under *Tenants' improvements* in your schedule, if this is higher, for each occurrence.

### Gardens and landscaping

If you are a tenant or leaseholder at a residence where your contents are covered by this policy, we will cover loss to your gardens and landscaping (at the residence and for which you are responsible or own) arising solely from:

- fire;
- lightning or explosion;
- earthquake;
- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by you;
- falling lamp-posts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each occurrence, we will pay up to 10% of the total amount insured for tenants' improvements at the residence at which the loss occurs to:

- restore trees, shrubs, plants and lawns and the repair of fences and gates within the grounds of the residence; and
- remove rubbish or other waste material which has been left at your residence by trespassers.

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

## Your contents: exclusions

The exclusions listed below apply to the whole section, unless we state otherwise.

### **Animals, birds and fish**

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

### **Business**

We do not cover any loss or damage to your property (including money) which relates to business activities, unless it is covered under:

- outdoor equipment used solely in connection with incidental farming or domestic gardening (but not including any vehicle covered under *Incidental motor vehicles* (page 41));
- incidental motor vehicles which are used solely for incidental farming;
- home office business equipment; or
- home office business stock.

### **Confiscation**

#### **We will not for loss or damage due to customs or other officials or authorities taking or keeping your property; Goods and services**

We do not cover any loss caused by you having not received goods and services.

### **Leaking or overflowing of water or oil**

- We will not cover leaking or overflowing of water or oil from within any plumbing, heating or drainage system or fixed domestic appliance:
- while your home is unfurnished or unoccupied for more than 90 days in a row, unless you have informed us in advance;
- caused by wear and tear or deterioration;
- to walls or wall tiles caused by water from shower units;
- to the component or appliance from which water leaks (unless caused by freezing);
- caused by the leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings.

### **Theft or attempted theft**

We will not cover theft or attempted theft:

- while your home is unfurnished or unoccupied for more than 90 days in a row, unless you informed us in advance;
- to money or stamps unless force and violence are used to get into or out of the buildings;
- while any part of the buildings are let, sublet, occupied by paying guests or used for business or professional purposes unless force and violence are used to get into or out of the buildings;
- not reported to the police;
- where the theft is carried out, or attempted, by any person(s) lawfully on the premises.

#### **Personal digital data**

We do not cover electronic data other than your personal digital data.

#### **Tenants at your residence**

We do not cover any loss to property that belongs to someone who pays you to live at your residence.

#### **Transport**

We do not cover any loss or damage to:

- manned or unmanned aircraft, including drones, or their parts;
- waterborne vessels apart from those defined as watercraft for this policy. We do not cover any loss or damage caused by the stranding, swamping or sinking of a watercraft covered by this policy; or
- motor vehicles, motorcycles and their accessories, apart from incidental motor vehicles.

## Your valuables

We cover your valuables against risk of loss and damage.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy but is not subject to an excess.

### Specified valuables

Your schedule will list any valuables you have specified and the amount insured.

If an occurrence results in loss to a specified valuable which:

- cannot be repaired for less than the replacement cost of the item, we will pay the amount insured for that item; or
- can be repaired for less than the replacement cost of the item, we will pay up to the amount insured:
  - to repair the item to its condition immediately before the loss; and
  - any difference in its market value if, after the repair, its market value is less than it was immediately before the loss.

We will pay more than the amount insured for that specified valuable if:

- its market value immediately before the loss is greater than the amount insured; and
- you can provide a purchase receipt or independent professional valuation which is not more than 3 years old at the time of the occurrence.

In these circumstances, we will pay the lesser of:

- its market value immediately before the loss, up to 150% of the amount insured for that specified valuable; or
- the total amount insured for the specified valuable's category as stated in the schedule.

Unless we agree in advance, we will only cover:

- specified jewellery listed in the schedule as 'in-vault', when kept in a secure bank vault or safety deposit facility approved by us; or
- specified jewellery listed in the schedule as 'in-safe', when kept in a locked safe approved by us at the residence listed in the schedule.

### Unspecified valuables

If an occurrence results in loss of a valuable not specified on your schedule, we will pay to repair or replace it (whichever costs less). We will also pay any difference in its market value if, after the repair, its market value is less than it was immediately before the occurrence.

For each occurrence, we will pay up to the amount insured for each particular category of unspecified valuable as stated in the schedule. We will not pay more than:

- €10,000 for each unspecified item of jewellery; or
- €25,000 for each unspecified item of other valuables.

## Your valuables: Additional covers

These additional covers:

- apply automatically if your valuables are covered by this section;
- are provided in addition to the amount insured for Your valuables, unless we state otherwise; and
- are subject to the General conditions (page 33), the General exclusions (page 27), the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).

**Defective title**

If, after you purchase a work of fine art, it is proved that:

- you are not the legal owner due to defective title; or
- you do not have good title to it, and you are legally required to return it to its rightful owner,

we will pay:

- the purchase price of the work of fine art; or
- the specified amount insured,

whichever is the lesser.

We will also pay legal fees and expenses which are incurred by you in defending a title claim made against you.

We will not be liable for any expenses you incur without our prior approval.

We will pay up to €100,000 in total for all claims (inclusive of legal fees and expenses) in the period of insurance.

We will only provide cover if:

- the work of fine art is a specified valuable and has not been sold or disposed of by you
- the work of fine art was purchased (not inherited or given to you) after your first policy inception with us;
- the claim was made against you and reported to us during the period of insurance;
- you can demonstrate that you made reasonable enquiries into the title of the work of fine art;
- you were not aware of the claim (or had not been contacted about a potential claim) at the time this policy was entered into; and
- in respect of any legal fees and expenses, our written consent is obtained prior to any legal work being undertaken at any stage in a claim.

**New items**

We will cover loss to items that you purchase, are given or inherit during the period of insurance which fall under the definition of valuables.

We will pay up to 25% of the total amount insured for the category of valuable under which the item would be covered.

We will not provide cover for a new item unless:

- your schedule already includes valuables that are insured under the same category as that of the item; and
- You ask for it to be covered within 60 days of acquiring the item and pay us the additional premium due from that date.

## Your valuables: exclusions

The following specific exclusions apply to the entirety of this section, unless otherwise stated.

### **Specified items & valuables**

We will not pay for loss or damage due to:

- customs or other officials or authorities taking or keeping your property;
- wear, tear, loss of value, corrosion or anything which happens gradually;
- mechanical or electrical faults, insects, vermin, rust, rot, mildew, fungus, cleaning, dyeing or restoration.

### **Trade, business or profession**

We do not cover any loss to any valuables held or used for any trade, business or profession.

### **Wine**

Where the valuable is wine, we do not cover any loss caused by unexplained shortage, contamination, recorking, ullage, cork taint, oxidation, discolouration or mysterious disappearance.

## Your liability

This section addresses how we will protect you in the event of an occurrence which leads to a legal claim.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

## Your third party liability cover

We will cover you against any legal claims for loss which you are legally obliged to pay which arise from an occurrence anywhere in the world.

For each occurrence, we will only pay up to the amount insured for third party liability as stated in your schedule or, where an additional cover applies, up to the applicable limit irrespective of how many of you are involved and how many legal claims are brought against one or more of you.

### Defence costs

We will cover any reasonable legal fees and expenses which are incurred by you in defending legal claims which, if you were to be found liable, would be covered by your third party liability cover, subject to the terms, conditions and exclusions set out in this policy.

For all legal claims arising from each occurrence, we will pay up to €10,000,000 in respect of defending those claims.

We will only pay your legal fees if you obtain our written consent before any legal work is commenced and if we ask your legal adviser to do so at such stages of the proceedings as we require.

We will only pay your legal fees if such costs are incurred with our choice of legal representatives.

In jurisdictions where local laws may prevent us from paying your legal fees directly, such costs will be incurred and paid by you and reimbursed by us, so long as our payment does not contravene any law or regulation.

### Your excess

No excess applies to your third party liability cover or defence costs.

## Your liability: additional covers

These additional covers:

- apply automatically as long as you have third party liability cover as part of this policy;
- are provided in addition to the amount insured for third party liability cover, unless we state otherwise; and
- are subject to the General conditions (page 33), the General exclusions (page 27), the exclusions which apply to this section and the applicable limits. No excess applies.

### Bank cards

If, during the period of insurance, bank cards issued in your name have been lost or stolen and used without your permission, we will cover the amount you are legally obliged to pay.

We will pay up to €25,000 in total for all claims during the period of insurance.

For the purposes of this additional cover, the definition of ‘you’ does not include domestic employees.

We will only provide cover:

- if you comply with the terms of the bank cards;
- in the case of theft, if you notify the police; and
- in excess of any other insurance you may have.

### Domestic employees liability cover

We will cover any legal claim for damages which you are legally obliged to pay to a domestic employee for injury, sickness, disease or death.

The injury, sickness, disease or death must arise from the domestic duties the domestic employee is employed by you to undertake, at a residence listed in your schedule which is in the Republic of Ireland, the United Kingdom, Monaco, Switzerland or a member state of the European Union or while on a temporary trip abroad.

We will cover those legal fees and expenses you incur in defending legal claims which are covered by this additional cover, provided you meet the conditions given in *Defence costs* (page 50).

For any one incident, we will pay up to €10,000,000 for damages and legal fees and expenses.

For the purposes of this additional cover, the definition of ‘you’ does not include domestic employees

We do not cover any liability arising from your domestic employees’ work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total at any time during the period of insurance.

### Irrecoverable court awards

If you:

- suffer injury (and resulting sickness, disease or death) or damage resulting from an incident which occurs during the period of insurance; and
- commence legal proceedings to recover any resulting damages from a third party during the period of insurance,

we will cover any damages or costs you are awarded in a Judgment but do not receive.

We will pay up to €10,000,000 in total for all claims in the period of insurance.

We will only provide cover if:

- the incident resulting in the Judgment did not occur in the course of any business, profession or occupation other than home office business and incidental farming;
- your liability would have been covered under this section if you had caused the same injury (and resulting sickness, disease and death) or damage; and
- you notify us that you intend to commence proceedings and we agree to provide cover in respect of those proceedings;
- the Judgment debt has been outstanding for over 3 months (or where the Judgment debt is paid in instalments, the debtor has failed to make a payment in accordance with the Court's Order for over 3 months);
- the Judgment is made by any Court of Law in the Republic of Ireland, the United Kingdom, Monaco, Switzerland or the European Union and in a personal capacity for injury (and resulting sickness, disease or death) or damage; and
- the Judgment is not the subject of any process of appeal.

If you receive any damages or costs after we have paid you for them, you must return the amount to us

## Your liability: exclusions

The exclusions listed below apply to the whole section, unless we state otherwise.

### Abuse

We do not cover liability, legal claims, expenses or costs arising out of any actual, alleged or threatened:

- physical, mental or sexual abuse; or
- sexual misconduct, harassment or abuse.

### Aircraft

We do not cover liability, legal claims, expenses or costs arising out of or in relation to any manned or unmanned aircraft, including drones.

### Animals

We do not cover liability, legal claims, expenses or costs arising from any animal other than incidental farming livestock or your pets and horses.

We do not cover liability arising from any dog defined as dangerous under the Control of Dogs Act 1986 and Control of Dogs Regulations 1998 or in the United Kingdom under the United Kingdom Dangerous Dogs Act 1991 in each case (as and when amended) or equivalent legislation.

### Business interests

We do not cover liability, legal claims, expenses or costs arising out of your business interests, investments (including those you make for someone else or on your own behalf), or any other activities intended to generate profit.

However, unless a different exclusion applies, we will cover your liability, expenses or costs arising out of:

- renting out a residence (or any part of the residence) listed in your schedule;
- your home office business or incidental farming; or
- unpaid voluntary work for a registered charity or a community or religious group.

### Contracts

We do not cover liability, legal claims, expenses or costs arising from any contractual agreement unless such liability would have existed without the contractual agreement. Where you are a landlord, we will cover you in respect of occupiers' liability.

### **Defence costs**

We do not cover liability, legal claims, expenses or costs that you incur in defending legal claims which, if you were found liable, would not be covered under this section.

### **Directors and officers**

We do not cover liability, legal claims, expenses or costs arising from your role as an officer or member of a board of directors of any corporation or organisation, or as a trustee.

### **Discrimination**

We do not cover liability, legal claims, expenses or costs arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.

### **Financial performance**

We do not cover liability, legal claims, expenses or costs arising from a guarantee of financial performance which you have provided.

### **Fines**

We do not cover liability, legal claims, expenses or costs for fines or penalties, or for punitive damages.

### **Infections**

We do not cover liability, legal claims, expenses or costs resulting directly or indirectly from transmitting any infectious disease or virus, syndrome or illness.

### **Injury to you or your employees**

We do not cover liability, legal claims, expenses or costs for injury to you or your employees arising from their work for you, except where covered under *Domestic employees liability cover* (page 51).

### **Intentional acts**

We do not cover liability, legal claims, expenses or costs arising from any criminal, intentional, malicious or wilful acts or omissions.

We do not cover liability, legal claims, expenses or costs arising from acts or omissions which a reasonable person would expect to cause loss, unless you acted reasonably in protecting any individual or property.

### **North America**

We do not cover your liability, legal claims, expenses or costs arising from any occurrence which happens in the United States of America or Canada if you have been in either or both of those countries for 90 days or more in total during the period of insurance.

### **Professional liability**

We do not cover liability, legal claims, expenses or costs arising from your performance of, or failure to perform, professional services, or for professional services for which you are legally responsible or licensed.

### **Property in your care**

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

### **Unlicensed firearms**

We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using unlicensed firearms.

### **Unlisted property**

We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using any land or buildings not in your schedule.

### **Vehicles**

We do not cover liability, legal claims, expenses or costs relating to:

- motorised vehicles apart from incidental motor vehicles, unless the incidental motor vehicle is a motorcycle with an engine capacity in excess of 51cc; or
- wind-powered land vehicles.

### **Watercraft**

We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using (including loading and unloading):

- any watercraft which is more than 5 metres long or has more than 15 horsepower;
- any watercraft which is lent or rented to you for longer than 30 days; or
- jet skis, wet bikes or surf-jets.

**Wrongful or unfair dismissal**

We do not cover liability, legal claims, expenses or costs for loss arising out of wrongful or unfair dismissal.

## Your property emergencies

We cover you in a number of emergency situations where we provide protection for you and your residence.

This section:

- applies only to the residences listed in your schedule under Your buildings, Your contents and/or Your valuables; and
- is subject to the General conditions (page 33), the General exclusions (page 27), the exclusions which apply to this section and the applicable limits, but is not subject to any excess.

### Emergency access

If you have to use force to gain access to a building at your residence because of an emergency (either a medical emergency and/or to protect either your contents or your buildings), we will pay the cost of repairs. The building does not need to be owned by you.

We will pay up to €10,000 for each emergency event.

The emergency event must happen during the period of insurance.

### Emergency preventative measures

If you need to take practical, temporary measures to avoid or reduce loss covered by this policy arising from a storm or flood, we will reimburse the expenses you incur in taking such measures.

We will pay up to €2,500 in total for all claims in the period of insurance.

### Emergency precautionary repairs

Following an occurrence covered by Your buildings, Your contents or Your valuables, we will pay for emergency repairs which you reasonably incur to protect your residence against further loss covered by this policy.

### Living expenses

#### Alternative accommodation due to loss or damage

If your residence is uninhabitable because of an occurrence (which is covered under this policy), we will reimburse you for living expenses to maintain your usual standard of living and which you incur.

We will continue to pay your living expenses:

- for the shortest amount of time required to make your residence habitable again; or
- until you permanently move somewhere else.

You must agree all expenses in advance with us.

We will pay for your alternative accommodation living expenses up to a maximum of three years from the date of loss or damage.

#### **Alternative accommodation due to forced evacuation**

If you are unable to live in your residence because a local authority or emergency service prohibits you from doing so or tells you to leave, we will reimburse you for living expenses to maintain your usual standard of living.

The cover provided under *Living expenses* includes accommodation for your pets and horses.

We will continue to pay your living expenses until you are allowed to return to your residence.

You must agree all expenses in advance with us.

We will pay for your alternative accommodation living expenses up to a maximum of fifteen days from the date of the forced evacuation.

#### **Nest removal**

We will pay up to €1,000 for removing nests from your buildings during the period of insurance.

#### **Replacement locks**

If the keys to one of the residences in your schedule are lost or stolen during the period of insurance, we will pay the cost of replacing the locks.

## Your personal emergencies

We cover you when you need us in an emergency.

This section:

- applies automatically; and
- is subject to the General conditions (page 33), the General exclusions (page 27), the exclusions which apply to this section and the applicable limits, but is not subject to an excess.

## Accidental Injury

We will pay the amount stated in the benefits table to you (or your estate if you die) if, during the period of insurance, you sustain injury following an accident which within 2 years is the sole and independent cause of death or a disablement set out in the benefits table.

Death or injury suffered as the sole and independent cause of exposure to the elements shall be classed as injury following an accident, and the corresponding benefit under this sub-section will be paid, subject to all other applicable terms, conditions and exclusions.

The benefits table below shows which injuries are covered, and the amounts for which you are insured.

	Amount insured
<b>Death</b>	€15,000
For anyone under 16 years old at the time of the accident, death cover is limited to €5,000	
<b>Loss of limb</b>	€10,000
<b>Loss of sight</b>	€10,000
<b>Loss of speech</b>	€10,000
<b>Loss of hearing</b>	€10,000

We will only pay for injuries which are the direct result of an accident.

If you disappear during the period of insurance, and after a suitable period of time are believed to have died from injuries following an accident, we will pay death benefits provided that your next of kin sign an undertaking to the effect that if this turns out not to be true, they will refund the benefits.

### Accidental injury: exclusions

#### Active service

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in active service in any armed forces of any nation.

#### Dangerous activities

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in the following dangerous activities in which participation is known to carry an increased risk of **injury**:

- scuba diving to depths of more than 30 metres;
- hang-gliding or para-gliding;
- parachuting, unless tandem parachuting;
- parascending other than over water;
- mountaineering or rock climbing normally requiring the use of guides or ropes;
- pot-holing or caving;
- racing of any kind other than on foot or swimming;
- more than 3 bungee jumps in any one 28-day period;
- micro-lighting; and
- off-piste skiing unless with a qualified guide.

**Degenerative processes**

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, naturally occurring conditions or degenerative processes.

**Events not attributable to a single accident**

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, a series of events which cannot be wholly attributed to a single accident.

**Flying and other aerial activities**

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in flying or other aerial activities, except if you are a passenger.

**Illness or disease**

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, illness or disease which is not the result of an injury following an accident

**Influence of drugs**

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, the taking or using of drugs or controlled substances, unless they are prescribed by a medical practitioner and taken according to their instructions.

**Participation in sports**

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, your participation in professional or semi-professional sport.

**Psychological conditions**

We will not pay any benefit in respect of death or injury directly or indirectly caused by, or contributed to by, post-traumatic stress disorder or any psychological or psychiatric condition which does not result from an accident.

**Suicide and self-inflicted injury**

We do not cover any benefit in respect of death or injury resulting from your suicide, attempted suicide or self-inflicted injury.

**Travelling against government advice**

We will not pay any benefit in respect of death or injury which arises while:

- you are in a country or region that the Irish Government (through its Department of Foreign Affairs & Trade) or the government of the country you are travelling in, to or through has, prior to you entering the country or region recommended against 'all' or 'all but essential' travel in, to or through; or
- you remain in a country or region that the Irish Government (through its Department of Foreign Affairs & Trade) or the government of the country you are travelling in, to or through has recommended against 'all' or 'all but essential' travel in, to or through more than 48 hours after the recommendation has been given.

**Unnecessary danger**

We will not pay any benefit which is directly or indirectly caused by you putting yourself in unnecessary danger, unless you are trying to save human life.

## Your legal solutions

We provide you with legal protections for a number of events.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

This section does not apply to domestic employees.

### Your Legal Solutions: Cover

We will pay your legal costs up to €150,000 for claims that are related in time or by originating cause (including appeals) which:

- are made by or against you and reported to us during the period of insurance; and
- fall under one of the *Covered claims* set out below.

Provided that

- reasonable prospects exist for the duration of the claim;
- the date of occurrence of the *Covered claim* is during the period of insurance which
  - for civil cases (other than under *Tax protection*), is the date of the event which 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 first became aware of it.)
  - for criminal cases, is the date you began, or are alleged to have begun, to break the law.
  - for *Tax protection*, is the date when the Revenue Commissioners first notify you in writing of their intention to carry out a revenue audit;
- any legal proceedings will be dealt with by a court, or other body which we agree to, in the countries covered for that *Covered claim*.

We will pay an appointed representative, on your, behalf, legal costs incurred following a *Covered claim* provided that:

- the most we will pay for all claims that are related in time or by originating cause (including appeals) is €150,000.
- the most we will pay in legal costs is no more than the amount we would have paid to a preferred law firm. The amount may vary from time to time.
- in respect of an appeal or the defence of an appeal, you must tell us within the statutory time limits allowed that you want to appeal. Before we pay legal costs for appeals, we must agree that reasonable prospects exist.
- for an enforcement of judgment to recover any money and interest due to you after a successful claim under this policy, we must agree that reasonable prospects exist.

- where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in legal costs is the value of the likely award.
- in respect of *Injury* we will pay the application fee required by the Personal Injuries Assessment Board (PIAB).

## Covered Claims

### Clinical negligence

We will pay your legal costs for disputes where it is alleged that injury to you has resulted from a single negligent act of surgery, clinical or medical procedure.

We will not pay claims relating to:

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

### Contract disputes

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

- buying or hiring in goods or services; or
- selling goods.

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

We will not pay legal costs relating to:

- a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
- loans, mortgages, pension, investment or borrowing;
- your trade, profession or employment or any business venture;
- a settlement due under an insurance policy (we will negotiate if your insurer refuses your claim, but not for a dispute over the amount of the claim); or
- construction work on any land, or designing, converting or extending a building, where the contract value is more than €7,500 including VAT.

**Employment disputes**

We will pay your legal costs in a dispute relating to your contract of employment your current or prospective employer.

We will not pay in relation to:

- claims relating to disputes arising from personal injury; or
- the legal costs for an employer's internal disciplinary process or an employee's grievance hearing or appeal.

**Identity theft**

Following a call to the identity theft helpline service, we will help to restore your identity and credit status if you have become a victim of identity theft. We will assign a personal case worker who will provide phone advice to help regain your identity.

Following your identity theft we will pay:

- legal costs to reinstate your identity including costs for the signing of statutory declarations or similar documents;
- legal costs in a dispute with debt collectors or any party pursuing legal action against you arising from or relating to identity theft;
- loan-rejection fees and any re-application administration fee for a loan when your original application has been rejected.

Provided that;

- you file a police report and notify banks and building societies as soon as possible; and
- you tell us if you have previously suffered identity theft; and
- you take all reasonable action to prevent continued unauthorised use of your identity.

We will not pay claims relating to:

- fraud committed by anyone entitled to make a claim under this policy; or
- losses arising from your business activities.

**Injury**

We will pay your legal costs in a claim against a party who causes injury to you. This includes helping you to register your claim with the Personal Injuries Assessment Board (PIAB).

We will not pay claims relating to:

- illness or injury, which happens gradually or is not caused by a specific or sudden accident;
- psychological injury or mental illness unless the condition follows injury to you;
- clinical negligence;
- defending your legal rights, but defending a counter-claim is covered; or
- the cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).

### Jury service and court attendance

We will pay your legal costs arising from your absence from work:

- to attend any court or tribunal at the request of the appointed representative; or
- to perform jury service; or
- to carry out activities specified by the identity theft support service under *Identity theft*.

### Legal defence

We will pay legal costs:

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

We will not pay claims relating to:

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

### Property

We will pay your legal costs in a civil action and/or arrange mediation (if appropriate) for disputes relating to physical property (including your residence) which is legally owned by you, or for which you are responsible, following:

- an event which causes damage to such physical property, provided that the amount in dispute is more than €150;
- a legal nuisance (meaning any unlawful interference with your use or enjoyment of their land, or some right over, or in connection with it); or

- a trespass.

We will not pay:

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

### Tax protection

We will pay the legal costs in the event of a revenue audit relating to your self-assessment tax return and represent you in any appeal proceedings.

We will not pay claims relating to:

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

## Your legal solutions: exclusions

### Clinical negligence

We do not cover disputes relating to clinical negligence, except as provided for in *Clinical negligence* (page 67).

**Defamation**

We do not cover allegations against you which involve defamation.

**Fines and penalties**

We do not pay fines, penalties or compensation awarded against you.

**Judicial reviews, inquests, inquiries and injunctions**

We do not cover judicial reviews, coroner’s inquest or fatal accident inquiry or injunctions.

**Late reported claims**

We do not cover any claim where you have failed to notify us of the *Covered claim* within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.

**Legal action without our consent**

We do not cover any legal action that you take which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

**Legal costs incurred without our consent**

We do not pay legal costs incurred without our consent.

**Litigant in person**

We do not cover any claim where you are not represented by a law, barrister or tax expert.

**Other law firms**

If you decide not to use the services of a preferred law firm, we will not pay any legal costs that fall outside the ARAG Standard Terms of Appointment.

**Sonic Bang**

We do not cover any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**Territorial limits**

For *Injury and Contracts*, we do not cover events outside the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland the United Kingdom, and Turkey.

For all other sections, we do not cover events outside the Republic of Ireland.

**Terrorism**

We do not cover terrorism.

**Your legal solutions: conditions**

If our risk increases because you failed to keep to the conditions listed below, we can cancel this section, refuse a claim or withdraw from an ongoing claim. We also reserve the right to claim back legal costs from you.

**Your duties in the event of a claim**

You must report any claim to us as soon as possible, please phone us on 01 670 7470 and we will send you a claim form.

Please send your completed claim form or written details of your claim to:

Claims Department, ARAG Legal Protection Limited, 1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland

Or email us at: [claims@arag.ie](mailto:claims@arag.ie)

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

Claims are usually handled by an appointed representative appointed by us. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

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

You must:

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

**Your representation**

- On receiving a claim, if representation is necessary, we will appoint a preferred law firm, or in-house lawyer as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- If the appointed preferred law firm or our in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of

interest, then you may choose a law firm or tax expert to act as the appointed representative. We will choose the appointed representative to represent you in any proceedings where the insurer is liable to pay a compensation award.

- If you choose a law firm as your appointed representative who is not a preferred law firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most the insurer will pay is the hourly amount the insurer would have paid if they had agreed to the ARAG Standard Terms of Appointment and, in those circumstances, you would be liable for legal costs 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 legal costs have not already been agreed with a preferred law firm for the relevant claim type, the insurer will pay up to a maximum of €150 per hour.
- The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.

Cover will end immediately if:

- the representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, unless we agree to appoint another appointed representative; or
- you settle a claim or withdraw it without our agreement, or do not give suitable instructions to an appointed representative and we will be entitled to reclaim from you legal costs we have paid; or
- during the course of a claim reasonable prospects no longer exist. We will pay any legal costs we have agreed to, up to the date cover was withdrawn.

### Assessing and recovering costs

You must tell the appointed representative to have legal costs taxed, assessed or audited, if we ask for this.

You must take every step to recover legal costs and Personal Injuries Assessment Board (PIAB) application fee(s) that we have to pay, and must pay us any legal costs and PAB application fee(s) that are recovered.

### Consent

You must agree to let us see the appointed adviser's file relating to your claim.

You are considered to have provided consent to us to see your file for auditing and quality control purposes.

### Settlement

We have the right to settle by paying the value of your claim.

You must not negotiate, settle the claim or agree to pay legal costs without our written agreement.

We may decide to pay you the amount of damages that you are claiming, or that is being claimed against you, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle a claim in your name. You must allow us to pursue at our own expense and for your benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.

If you refuse to settle the claim following advice to do so from your appointed adviser, we reserve the right to refuse to pay further legal costs.

### Your duties during the period of insurance

You must:

- keep to the terms and conditions of this policy;
- take reasonable steps to avoid and prevent claims;
- take reasonable steps to avoid incurring unnecessary costs;
- send everything we ask for, in writing;
- report to us full and factual details of any claim as soon as possible and give us any information we need.

### Expert opinion

If a dispute arises about the merits or value of a claim, we can require you to obtain and pay for an expert opinion. The expert must be approved in advance by us and the cost agreed in writing between you and us. If their opinion supports you in that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will reimburse you for the cost of that opinion.

## Your legal solutions: helplines

We provide these services 24 hours a day, seven days a week during the period of insurance. However, we may need to arrange to call you back depending upon your enquiry. All helplines apply to the Republic of Ireland unless otherwise stated.

To help us check and improve our service standards we may record all calls.

When phoning, please tell us your policy number and the name of the insurance provider who sold you this policy. Use of this service does not constitute reporting of a claim.

We will not accept responsibility if these Helplines are unavailable for reasons we cannot control

### **Domestic help** 01 881 8810

We will arrange help or repairs needed if you have a domestic emergency in your home, such as a burst pipe, blocked drain, broken window or building damage.

You will be responsible for paying the costs for the help.

### **Legal advice** 0818 670 747

We provide confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

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

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.

### **Identity theft** 0818 252922

If you are a resident in the Republic of Ireland, we will provide you with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

The helpline is open 9am to 5pm, Monday to Friday.

We do not provide a call back service for this helpline if you call outside of the operating hours.

### **Health and medical information** 0818 254164

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

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** 1800 670 407

We will provide you with a confidential counselling service over the phone if you are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by us.

## Your Home Emergency Assistance

**Welcome**

Welcome to your home emergency assistance cover. Thank you for choosing to insure with us. This section is separate to your home insurance policy. It covers emergencies at the private dwelling and any attached garage used for domestic purposes but excludes outbuildings and unattached garages.

Your home emergency assistance is underwritten and administered By MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY. MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

MAWDY, Ireland Assist House, 22-26 Prospect Hill, Galway. Company Registration Number 903874.

**Jurisdictional clause**

This contract is subject to Irish law

**Insurance Act 1936**

All monies which become or may become payable by us to you under this policy shall, in accordance with section 93 of the Insurance act 1936, be payable in the Republic of Ireland

**Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of section 5 of the stamp duties consolidation act 1999

**Territorial Limits**

Cover under this policy is restricted to Properties located within the Republic of Ireland

## Definitions (Applicable to your Home Emergency Assistance only)

The Definitions below are applicable to THIS section of the policy ONLY.

Certain words within this policy have a particular meaning, which is shown below. Each time we use these words, they will have the same meaning wherever they are used in the policy:

**Authorised Contractor** A tradesperson authorised in advance by us to carry out repairs, who is contracted by us and audited annually.

**Breakdown** A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

**Call Out Charges** The Authorised contractor labour charges and repair materials up to the limits of cover in the policy.

**Catastrophe** A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

**Emergency** An Emergency is defined as an unforeseen or sudden occurrence which results in damage to your domestic property demanding immediate action to: (a) render the property safe and/or (b) secure the building against further loss or damage.

**Emergency Repairs** Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair or, where possible within the limits of cover, a permanent repair.

**Insurer** The underwriter of this policy; MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

**Limits of Cover** The maximum amount payable towards the cost of the assistance.

**Period of Insurance** The period of cover specified in Your home insurance schedule.

**Property** The place of residence named in the home insurance schedule, comprising private dwelling and attached garage used for domestic purposes in the Republic of Ireland but excludes outbuildings and unattached garages. This can include private residence, let residential property or holiday home.

**Temporary Repair** A repair that will resolve an emergency but will need to be replaced by a permanent repair.

**We/Us/Our** MAWDY Ireland, its representatives and Authorised Contractors.

**You/your** means the person, persons or legal entity named as the policyholder in the **schedule** and all members of **your** family (including adopted children, stepchildren and foster children), spouses, fiancé(e)s, co-habitees or partners who live:

- permanently in **your residence**; or
- temporarily away from **your residence** while at school, college or university.

It also includes **domestic employees** who live permanently in **your residence** unless **we** state otherwise in this **policy**. You/your does not include those persons who pay rent to live in **your residence**.

## Policy Cover

Home Emergency Assistance is a 24 hour Emergency Repair service. It is there to assist You in Your time of need. The assistance provided is at Our discretion, as it will depend on availability at the time of the Emergency assistance request. Cover is provided by ARAG Legal Protection Limited and underwritten by MAWDY Ireland.

We undertake to provide an Emergency Repair service to secure the Property and to prevent any further loss or damage from occurring.

We will arrange and pay for the cost of the callout, labour and materials needed to carry out an Emergency Repair, up to the value of €500 (including VAT) per Home Emergency assistance. If the cost of the Emergency Repairs exceeds €500 You will be responsible for paying the difference.

There is a limit of four Emergency Assistances per Period of Insurance. After the fourth assistance, Your home Emergency assistance cover becomes void. Any further assistances will be at Your own cost.

In the event of a Catastrophe event taking place, service times may be affected due to surges in demand and ability to provide Emergency Repairs may be restricted due to inaccessible/dangerous conditions.

## What to do

If You have an Emergency at Your Property, please call the Emergency Helpline number 091501662 and have the following information available:

- Property address
- Your policy number
- A description of the problem
- A telephone number where You can be contacted

## Events covered

	What is covered	What is not covered
1	Broken or damaged pipes, leaks from sanitary fixtures and fittings, radiators and fixed water installations in your Property.  Blockages in drains or toilet waste pipes.	a.) The repair of damage caused by seepage, leaking or dampness even as a result of broken or damaged piping or other installation. b.) The repair of air-conditioning installations, electric showers, water-filtration units, hot tubs, Jacuzzis, drains and septic tanks outside your Property. c.) Shared drainage facilities except within the boundary of your Property.
2	Failure of the electrical supply in your home as a result of a fault or damage to an electrical installation inside the Property.	a.) Repairs to lighting such as (but not limited to) bulbs or fluorescent tubes, free-standing lamps and home appliances. b.) Alarms or telephone systems.
3	Theft or loss of keys, or accidental damage to locks.	a.) Inside doors or fittings. b.) Mechanical shutters or automatic garage doors.
4	Broken glass in outside windows or doors which makes your Property unsafe.	Outside doors not directly connected or leading to your Property.
5	Storm damage or any other accidental damage to the roof which makes your Property unsafe.	Damage caused by wear and tear or gradual deterioration.
6	The complete failure or breakdown of the heating and/or hot water supply provided by the primary heating system in the Property.	Any primary heating system which has not been maintained in line with manufacturers' specifications.

## Additional services

If required, we can also provide the following:

### Alternative accommodation

If we deem your Property uninhabitable, we will contribute towards the cost of overnight accommodation for up to four people at an establishment of your choice. This benefit is subject to a maximum of €50 per person and an overall limit of €200 for any one incident.

### Furniture Storage

If we deem your Property uninhabitable and you need to remove household furniture for security reasons, we will provide seven days storage for your furniture and transport the items to and from the storage facility up to a distance of 50km from your home. This benefit is subject to a maximum of €200 for any one incident.

**Urgent message relay**

If an Emergency occurs within Your Property, We can relay two urgent messages to a family member at home or abroad.

**Emergency services**

If You need the phone number of an Emergency service, call Us and We will give You the phone number for the hospital, Garda/Police station, fire brigade or the number for whatever Emergency service You need.

## Conditions

1. Your Property must be kept in a good state of repair
2. We will do our best to arrange a quick service and carry out repairs for all emergencies but we cannot guarantee that there will not be delays during times of severe weather conditions. Our ability to provide emergency repairs may be restricted during severe/dangerous weather events.
3. We may refuse assistance if there is any risk to the safety and/or security of the attending tradesperson.
4. This section provides home emergency assistance only. It does not provide for the cost of normal wear, tear, depreciation or general maintenance.

## Exclusions

We will not cover the following.

1. Work that is not an emergency repair.
2. Work that is not in your Property.
3. Work carried out without our prior approval.
4. Any incident brought about by an avoidable or willful or deliberate act committed by you or any act you consented to or ought to have known would cause loss or damage.
5. Damage to Your contents.
6. For any consequential loss arising from using the home emergency assistance services.
7. More than four Emergencies in any one Period of Insurance.
8. Issues within the Property which existed prior to inception of this policy.
9. Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
10. Any Emergency Assistance Requests if You knowingly provide false or misleading information.
11. Any loss arising from subsidence, heave of the site or landslide.
12. Any loss or Damage arising as a consequence of:
  - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste.
  - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes.
  - Loss as a result of disconnection or interruption of public utilities services to Your Property which is not unique to Your Property.
  - Any investigative work, such as trace and access, which is required to solve the overall problem once the Emergency Repair has been carried out.
  - Any incidents where the root cause of the problem emanates from a communal area that You do not have sole responsibility for.

If You have a major emergency which may cause serious damage to your property or danger to you or anyone, you should contact the relevant authority or emergency services straightaway.

## Customer Care

In the unlikely event of a dispute occurring regarding home emergency assistance.

Please contact:

Customer Service Department,

MAWDY Ireland,

22-26 Prospect Hill

Galway, H91 T3HK

Tel: 091 501 662

Email: [iecomplaintsnotifications@mapfre.com](mailto:iecomplaintsnotifications@mapfre.com)

We undertake to respond to You within five working days of receipt of Your letter. If we have not replied to Your complaint by then, we will send You an acknowledgment letter to keep You informed of progress.

Should You remain dissatisfied, You may contact:

Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House, Lincoln Place,

Dublin 2, D02 VH29.

Phone: +353 1 567 7000

E-mail: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

Following this procedure does not affect Your legal rights.

## Data Protection

We will need to obtain personal information from You to provide You with the policy of insurance. This means any information obtained from You in connection with this policy provided to You by Us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We Use Your personal data in the following ways:

- To provide You with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on Your behalf under the policy;
- To confirm, maintain, update and improve our customer records;
- To identify and market products and services that may be of interest to You, (subject to Your prior consent);
- To analyse and develop our relationship with You;
- To help in processing any applications You may make;
- To carry out studies of statistics and claim rates;
- For the analysis and the prevention of fraud;
- For the analysis and the prevention of payment defaults;
- For statistical studies by Us and/or any sectorial organisation in Europe.

Where You have given Your consent, we may share some of Your personal information with our partner companies or companies within our group so that they can provide You with information about other products, services and promotions that may be of interest to You by letter, telephone, SMS or e-mail. We will only disclose Your personal information to third parties if:

- It is necessary for the performance of Your policy of insurance with Us;
- You have given Your consent, including marketing consent; or
- Such disclosure is required or permitted by law.

You can change Your mind about Your marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com)

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

