



DUAL

PRIVATE CLIENT

aqua

two

policy wording



Claim Telephone Numbers

Further information is given on page 12

Home (Sections 01, 02 & 03)

01 664 0010

Family Legal Protection (Section 04)

1850 670 747

Please quote reference: TS1/7131094

Counselling helping (Section 04)

1850 670 407

Please quote reference: TS1/7131094

Introduction

Thank you for choosing Aqua Two

This document is to be read in conjunction with the policy schedule and any endorsements issued to you. The insurance cover has been arranged in accordance with the information that you supplied to **your** insurance intermediary. If you wish to make changes, would like to know about our 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 12.

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



Barry O'Dwyer
Managing Director

11 Fitzwilliam Street Upper
Dublin 2, D02 YV66
Ireland

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The Meanings of Words in this Policy

(except Section 04 and the Policy Summary)

Words with special meanings are defined here or in the part of the policy where they are used. Defined terms will be black and bold when used.

Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

The following words have the following meanings where used throughout the policy unless a more specific special definition applies under that section:

Aircraft means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

Bodily injury means bodily harm, including resulting sickness, disease or death that results from a covered loss.

Buildings means the **main building** and **other permanent structures**. It includes solar panels that are permanently fixed to the roof and wind turbines that are used for domestic purposes.

Business means a part-time or full-time trade, occupation or profession, including farming or stud activities, other than **incidental farming**.

Business equipment means computer equipment, facsimile machines, photocopiers, typewriters, scanners, word processors, telecommunications equipment and office furniture.

Business stock means supplies, goods and merchandise **you** own or lease kept at **your residence** and which are connected solely to **your home office business**.

Contents means household goods (including garden machinery) and personal property owned by, or in the possession of, **you** or a **family member**. **Contents** does not include **valuable articles**. If **you** or a **family member** are a tenant, **contents** includes additions, alterations, installations or fixtures that **you** paid for, or are responsible for, at **your residence**.

Damages means a sum required to settle a claim, whether settled or agreed to in writing by **us** or determined by arbitration or judicial proceedings.

Domestic employee means a person **you** employ to carry out domestic duties associated with the **residence** including the provision of care for **you** and **incidental farming** duties, who **you** do not employ in any capacity connected with **your** trade or profession other than for **incidental farming**.

DUAL Corporate Risks means DUAL Corporate Risks Limited which is authorised and regulated by the Financial Conduct Authority No. 312593, in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in England and Wales No. 4160680. Registered office: Bankside House, 107 Leadenhall Street, London EC3A 4AF. Please note: As of 2/1/2019 the registered office for DUAL Corporate Risks Limited will change to 1 Creechurch Place, London EC3A 5AF.

DUAL Corporate Risks also trades as DUAL Private Clients and DUAL

Endorsement means any change to the terms of the **policy** agreed by **us** in writing.

Family member means any member of **your** household including **your domestic employees** who reside with **you** on a permanent basis in any capacity connected with **your** business.

Fine art means paintings, etchings, statuary, antiques and other bona fide works of art with historical value or artistic merit.

Heave means the upward movement of the ground beneath the **building**.

Home means the main dwelling, including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.

Home office business means office work undertaken at the **residence** for which **you** do not employ more than 5 people for that work.

Identity fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured person** with the intent to commit, or to aid or abet, any unlawful activity.

Incidental farming means either:

- an activity that does not produce gross revenues in excess of €10,000 in any one policy period and does not involve employment of others for more than 1,000 hours in total during the **policy period**; or
- farming that does not involve employment of others for more than 1,000 hours in total of farm work during the **policy period**, and does not produce more than €25,000 in gross annual revenues from the raising or care of animals or agriculture.

Insured person means **you** or a **family member**.

Jewellery means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals, this also includes watches made of any substance, and set or unset gemstones.

Landscaping means **your** trees, lawn, shrubs, and other plants on the grounds of **your residence**.

Landslip means any downward movement of sloping ground.

Loss of limb means:

- in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

Main building means the main dwelling, including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule. It does not include **other permanent structures**.

Market value means the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially similar.

Motor means any motorised land vehicle which requires motor vehicle registration or operator licensing. This includes self-propelled motor homes, motorcycles and attached trailers.

Mould means any type of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

Occurrence means:

- a. a loss or an accident, including continuous or repeated exposure to the same general harmful conditions, which occurs during the **policy period** and results in **personal injury** or **property damage**; or
- b. an offence, including a series of related offences, committed during the **policy period** that results in **personal injury** or **property damage**;

that may result in a claim under this policy.

Other permanent structure means any outdoor structure **you** own that is used solely for domestic or **incidental farming** purposes and that is situated within the grounds of **your home** at a location listed in the schedule which is:

- a. not attached to **your home**; or
- b. a boundary wall attached to **your home**.

This includes any pathway, patio, driveway, swimming pool, barn, cottage, garage or greenhouse in such grounds.

Personal injury means the following injuries, or death resulting from:

- a. **bodily injury**;
- b. wrongful detention, false imprisonment or false arrest;
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;

or the following resulting from an **insured person** acting in a personal capacity only and not arising from an **insured person's** business, investment activity or any activity intended to generate a profit:

- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. wrongful entry or eviction.

Policy means this policy wording including the **schedule** and any **endorsements**.

Policy period means the period of insurance shown in **your** schedule.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **waste**.

Precious metal means plated ware, tableware, trays, trophies and similar household articles (but not **jewellery**) made of silver, gold, platinum or pewter.

Property damage means physical injury to, destruction of, or loss of use of tangible property.

Reconstruction cost means the lesser of the amount at the time of the loss required to restore, repair, replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:

- a. fees payable to architects, surveyors and consulting engineers;
- b. the cost of complying with the building regulation of a government or local authority; and
- c. the cost of removing debris that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

Residence means any home, property or **other permanent structure** and grounds that **you** own or reside in which are listed as insured on the schedule.

Schedule means the most recent document **we** sent to **you** showing **your** name, **your** address and **your** insurance details.

Settlement means downward movement as a result of the ground being compressed by the weight of the **building** within 10 years of construction.

Subsidence means downward movement of the ground beneath the **building** other than by **settlement**.

Tenant's improvements means improvements, fixed additions, alterations or installations made to the **buildings** where **you** are a leaseholder or tenant and that are not insured elsewhere.

Terrorism means the use of force or violence or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government or to put the public or any section of the public in fear.

Unoccupied means not lived in for 60 consecutive days or not adequately furnished with sufficient facilities and effects for **you** to cook, wash, sleep and live, every day in normal manner.

Valuable articles means **fine art, jewellery, precious metals**, guns, furs, collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, model trains) and memorabilia, for which a sum insured is shown in the **Valuable Articles** section of **your** schedule.

Waste is material to be disposed of, recycled, reconditioned or reclaimed.

Watercraft means a boat or craft designed for use on or over water.

We, us and **our** means XL Insurance Company SE. XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.

Registered Office is 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.
Registered in Ireland No. 641686

You and **Your** means the person (or legal entity) named as the Insured on the **schedule** and any **family member** permanently residing with them at the **residence** and not paying commercial rent.

General Terms, Conditions & Exclusions

DUAL Corporate Risks is regulated as an insurance intermediary and issues this **policy** which is underwritten by **XL Insurance Company SE** except for Section 4, Family Legal Protection where cover is arranged by DAS Legal Expenses Insurance Company Limited.

DUAL Corporate Risks and XL Insurance Company SE 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: <http://www.centralbank.ie>.

XL Insurance Company SE is not providing any advice to **you** with regard to **this policy**.

This **policy** sets out the contract between **you** and **us**. It should be read as one document. **You** agree to pay the premium shown in the **schedule** and comply with **your** responsibilities described in this **policy**. Cover for each section is only operative where indicated on **your policy schedule**. This **policy** will remain in force for 12 months from the start date shown on **your policy schedule**.

Various provisions in this **policy** restrict or exclude cover. Read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered.

Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete. **We** will tell **you** if any such information affects **your** insurance or results in additional premium.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information, including information regarding any insurance claims **You** have made under previous motor insurance policies, **We** will have the right to:

- a. treat this **policy** as if it never existed;
- b. decline all claims; and
- c. retain the premium.

If **we** establish that **you** carelessly provided us with untrue or misleading information **we** will have the right to:

- i. treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **We** would not have provided **you** with cover;
- ii. treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- iii. reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **We** would have charged **you** more.

You may also encounter difficulties obtaining insurance elsewhere where **you** deliberately or recklessly or carelessly provide us with untrue or misleading information. **We** will notify **you** in writing if i., ii. and/or iii. apply.

If there is no outstanding claim and ii. and/or iii. apply, **we** will have the right to:

- a. give **you** notice that **we** are terminating this policy; or
- b. give **you** notice that **we** will treat this policy and any future claim in accordance with ii. and/or iii., in which case **you** may then give us notice that **you** are terminating this **policy**;

in accordance with the Cancellation and Cooling-Off Period Provisions.

Changes That You Must Tell Us About

If the information **you** have provided is no longer true, valid or up to date, **you** must tell the intermediary who arranged this **policy** for **you**, or **us**, as soon as is reasonably possible as this may affect **your policy** and **your** ability to claim under it. **You** must tell **us** as soon as reasonably possible if:

- the **residence** or its grounds are open to the public;
- works are underway or planned during the policy period, that will cost €100,000 or more or that necessitates **you** vacating the **residence**;
- any **business** is undertaken at the **residence**;
- the value of **your contents, valuable articles or jewellery** increases;
- there is any item **you** have chosen not to insure;
- there has been an increase in the amount that it will cost to rebuild **your buildings**;
- the **residence** is let to a tenant, lodger or holiday maker;
- the **residence** is occupied by anyone other than **you** and **your domestic staff**;
- the **residence** is not used as **your** main family home;
- the **residence** is, or will be, left unoccupied for more than 60 consecutive days;
- the **residence** is, or will be, not adequately furnished with sufficient facilities and effects for **you** to cook, wash, sleep and live, every day in a normal manner;
- there is any change to the security devices or if they cease to work or be used;
- there is any change to the intruder or fire alarm system, its method of signaling, the cancellation of the relevant maintenance contract or it ceases to work or be used;
- the **residence** is not maintained in a good state of repair;
- **your** occupation has changed;
- **you** have been declared bankrupt, had bankruptcy procedures taken against **you**, received a County Court judgment or entered into an arrangement with creditors;
- **You** have been convicted of any indictable criminal offence, any offence involving dishonesty or fraud, or any offence against property;

- **you** have had an insurer refuse cover, invoke cancellation, refuse to renew cover or agree to accept cover but only with special terms;
- there is any claim or potential claim, or an incident that could lead to a claim.

If **you** are in any doubt, please contact **us** via **your** insurance intermediary.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this policy and may charge an additional premium.

No change or modification of this policy shall be effective except when made by written endorsement issued by **us**.

Concealment or Fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- will not be liable to pay the claim; and
- may recover from **you** any sums paid by us to **you** in respect of the claim; and
- may by notice to **you** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under c. above:

- we shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- we need not return any of the premium paid

Sanctions

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 sanction, prohibition or restriction imposed by law or regulation.

Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you and** members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your accounts** or insurance policies;
- check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;

c. undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

Claims Database

Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** may pass information relating to it to a database.

Sum Insured Adequacy

You must keep the sums insured at a level which represents the full value of the property.

Full value should represent:

- for the **home** and **other permanent structures** – the full rebuilding cost using similar materials to the same standard of finish including VAT where applicable;
- for **contents, jewellery**, guns, furs and personal possessions - the replacement cost as new. If **you** purchased **your jewellery** pre-owned, then **you** and **we** may agree when arranging this insurance to cover certain items on a **market value** basis;
- for **fine arts**, collections of stamps, coins & medals and **precious metal** – the current **market value**.

If **you** do not do this it may prejudice the settlement of any claim being made in full.

In the event of an insured loss, the basis on which **we** will pay **your** claim is stated in the relevant policy section. If a **valuable article** that is specified on **your** schedule is lost or damaged beyond repair, **we** will pay the amount specified on **your** schedule for that item if **you** have provided **us** with a corresponding receipt or valuation prior to the loss or otherwise, the **market value** if lower. **We** strongly recommend that **you** review **your** sums insured periodically and obtain a professional valuation where appropriate.

Unoccupied Homes Security and Heating

If the **home** is to be left **unoccupied** the following conditions apply:

- a. **You** must:
 - i. maintain all security devices, locks, bolts, safes and alarms at the **home** in good working order at all times;
 - ii. advise **us** before changes to the security at the **home** are made; and
 - iii. put all security as above into operation whenever the **home** is left **unoccupied**.
- b. During the period from the 1st November to 1st April **we** will not pay a claim for escape of water and/or oil or freezing water, unless:
 - i. central heating is installed and in operation to maintain at all times a minimum of 10 degrees Celsius or the water is turned off at the mains and the water system is drained; and
 - ii. the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **home**.
- c. **We** will not pay any claim caused by theft or attempted theft, loss or damage in respect of **jewellery**, watches, furs, guns or items of **precious metal** unless **we** are given prior notice of the **unoccupancy** and **we** agree to provide cover.

Bankruptcy or Death

The **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. Further, if the **insured person** dies or becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

Maintenance

You must maintain **your home** in a good state of repair. If **you** do not do this it may prejudice the settlement of any claim being made in full.

Works to Your Residence

You must notify **us** of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to **your home** or **other permanent structure** with a value that exceeds €100,000 or which necessitates **your** vacating the **home** or the **home** not being adequately furnished to be lived in normally, at least two weeks prior to the works commencing or at the inception of this policy. Upon receipt of **your** notice to commence building works, **we** will inform **you** whether **we** will continue to provide cover and if so, what additional premium, special conditions and exclusions will apply. In the event that **you** do not notify **us** accordingly **we** reserve all **our** rights under the policy to charge **you** an additional premium, refuse to cover any loss relating to the renovation, restoration, construction, building work or decoration to **your home** or **other permanent structure**, or terminate the policy.

You must not enter into a contract that restricts or removes **your** or **our** legal rights against the contractor unless **we** agree in writing.

Currency

Where the policy is issued in a currency other than Euros, the policy limits in this document will be converted to the applicable foreign currency using the Oanda® Currency Converter exchange rate applicable at the time of the commencement of the relevant **policy period**.

Law

Unless some other law is agreed in writing between **you** and **us**, this **policy** will be governed by Irish law and practice and to the exclusive jurisdiction of the courts of Irish law.

Other Insurance

If a loss covered by this policy is also covered by other insurance, **we** will pay only the rateable proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

Changes to Legislation

In this policy, any reference to an Act or Order is a reference to that enactment as amended, extended or applied by any other enactment.

Insurance Act 1936

All monies which become or may become payable by **us** under this policy will be payable and paid in the Republic of Ireland in accordance with Section 93 of the Insurance Act 1936.

Finance Act 1990

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.

Assignment

No one covered under this policy may assign or turn over any right or interest in regard to the policy without **our** written consent.

Several Liability Notice

The liability of an insurer under this **policy** is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**. The proportion of liability

under this **policy** underwritten by an insurer is shown in this **policy**. Although reference is made at various points in this clause to “this **policy**” in the singular, where the circumstances so require this should be read as a reference to policies in the plural.

Fair Processing Notice – Applicable to XL Insurance Company SE only

This Privacy Notice describes how **we** collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “**you**”) when **we** are providing **our** insurance and reinsurance services.

The information provided to **us**, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this policy, will be used by **us** for the purposes of determining **your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship **we** have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **us** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global business, **we** may transfer **your** personal information outside the European Economic Area for these purposes.

You have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which **your** personal information has been used, please contact: compliance@axaxl.com.

We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner’s Office.

For more information about how **we** process **your** personal information, please see **our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Data Protection and Privacy Notice – Applicable to DUAL Corporate Risks only

Please note that any information provided to **DUAL** will be processed by **DUAL** and **DUAL’s** agents in compliance with the provisions of the DataProtection Acts 1988 and 2003, 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 **DUAL’s** full privacy notice at: <https://www.dualunderwriting.com/en/privacy-policy/>.

Cooling off period

You can cancel this **policy** by notifying us through **DUAL Corporate Risks** by contacting **your** insurance broker within fourteen (14) days of either:

- a. the date **you** receive this **policy**; or
 - b. the start of **your period of insurance**;
- whichever is the later.

A full refund of any premium paid will be made unless **you** have made a **claim** in which case the full annual premium is due.

Your Cancellation

You can cancel this **policy** after the cooling-off period by notifying **us** through **DUAL Corporate Risks** by contacting **your** insurance broker. 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 Cancellation

We can cancel this **policy**, if there is a valid reason to do so, including for example:

- a. any failure by **you** to pay the premium; or
- a. a change in risk which means **we** can no longer provide **you** with insurance cover; or
- a. non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;

by giving **you** fourteen (14) days’ notice in writing. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** have been in force. If **you** have made a claim during the **period of insurance** no refund will be paid.

Return Premiums and Additional Premiums

If you make any amendments to your policy and the resulting pro-rata additional or return premium is less than €50 we will not apply this amount and the return or additional premium due shall be nil.

Auto-renewal

DUAL Corporate Risks will send **you, through your insurance broker**, notification of renewal of the **policy** not less 15 working days prior to the date of expiry of the **policy**.

Your policy will be automatically renewed at the end of the **policy period** unless **you** inform **us** or **we** inform **you**, through **DUAL Corporate Risks**, to the contrary.

If **your** intention is not to renew **your policy you** must advise **your** intermediary of **your** intention before the expiry of the **policy period** to avoid any premium becoming due to **us**.

Your Duties After a Loss

In the event of an **occurrence** which is likely to involve this policy, or if **you** or any other **insured person** under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you** or the **insured person** (where applicable) must:

- a. give prompt notice to **us** or **your** insurance intermediary.
- b. notify the local police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- c. immediately notify the credit card, bank card or card issuing company in case of loss or suspected loss under credit card cover;
- d. protect the property from further damage. If repairs to the property are required, **you** must:
 - i. make reasonable and necessary repairs to protect the property; and
 - ii. keep an accurate record of all repair expenses;
- e. provide **us** with bills, receipts and related documents;
- f. as often as **we** reasonably require:
 - i. make available to **us** the damaged property for inspection;
 - ii. provide **us** with records and documents **we** request; and
 - iii. submit to separate examination under oath;
- g. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- h. contact **us** immediately by telephone as soon as **you** become aware that legal proceedings are likely to be taken against **you** or an **insured person** and forward any papers or correspondence relating to such proceedings to **us** within 48 hours of receipt;
- i. provide **us** with any legal documents and other documents which will help **us** defend any **insured person**; and
- j. assist and co-operate with **us** in the conduct of the defence by helping **us**:
 - i. to make settlement;
 - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an **insured person**;
 - iii. to attend hearings and trials; and
 - iv. to secure and give evidence and obtain the attendance of witnesses.

Recovery from Third Parties

If **you** have the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us**. **You** or an **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an **insured person** will bring an action or transfer those rights to **us** and help **us** enforce them.

Losses Not Covered by this Policy

If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover the payments from **you**.

Multiple Excesses

In the event of a covered loss under [Section 01 – Buildings & Contents](#) and [Section 02 – Valuable Articles](#) where more than one excess may be applicable, only the largest excess will apply.

War or Similar Risks

The following exclusion applies to the whole of this policy.

We do not cover any loss, damage, expense or liability, in relation to **bodily injury** or **property damage**, directly or indirectly caused by war, undeclared war, civil war, insurrection, rebellion, revolution, invasion, act of foreign enemy, hostilities (whether war be declared or not), warlike acts by a military force or military personnel or seizure or use of property for a military purpose. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

Complaints

The Insurer is dedicated to providing the Insured with a high quality service and the Insurer wants to ensure that it maintains this at all times.

If the Insured has any questions or concerns about the policy or the handling of a claim, please contact the broker through whom this insurance was arranged.

If the Insured wishes to make a complaint, it can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG

E-mail: axaxlukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on behalf of XL Insurance Company SE in the administration of complaints.

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

If the Insured remains dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, the Insured can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

Telephone: +353 1 567 7000
Email: info@fspoi.ie

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit:

<http://ec.europa.eu/odr>

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this **policy**. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY, United Kingdom) and on their website:

<http://www.fscs.org.uk>

Conflicts of Interest

We have a conflicts of interest policy in place to ensure that any potential conflicts of interest are avoided. In any event, **we** will ensure **you** are treated fairly and seek **your** acknowledgment in writing that **you** wish to proceed to take up the insurance.

How to Make a Claim

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible.

This policy and the policy schedule details the terms, conditions and level of cover that applies. Please refer to the sub-section, **Your** Duties After a Loss on page 11. In the event of an **occurrence** that may give rise to a claim **you** must:

1. report the **occurrence** to **us** as detailed on **your** policy schedule as soon as reasonably practical;
2. also report the **occurrence** to the police if it involves a lost item or if **you** suspect that a crime has been committed and obtain a crime reference number;
3. take all reasonable measures to prevent or lessen the possibility of further loss or damage. Please retain receipts as these may form part of **your** claim;
4. provide **us** with the information that **we** require.

If **our** position is prejudiced by non-compliance with the points above, then this may affect **our** acceptance of **your** claim.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** how best to resolve the situation quickly and to **your** satisfaction. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

You will need to provide **your** name and **your** policy number at the time of reporting a potential claim.

Sections 01, 02 and 03 – Buildings, Contents, Valuable Articles and Liability

To make a claim under any of these sections, please contact;

telephone 01 664 0010
email claims@dualunderwriting.com

or in writing to: The Claims Manager
DUAL Corporate Risks
Woodlands, Manton Lane, Bedford, MK41 7LW

Section 04 – Family Legal Protection

To make a claim under this section, please contact DAS Legal Expenses Insurance Company Limited (DAS) quoting policy number TS1/7131094.

telephone 016 707 470
email info@das.ie

or in writing to: DAS Legal Expenses Insurance Company Ltd.
Europa House, Harcourt Center, Harcourt Street,
Dublin 2

DAS will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, DAS will give **you** a claim reference number. At this point DAS will not be able to tell **you** whether **you** are covered but will pass the information to the claims handling team and explain what to do next.

Section 01 Buildings & Contents

A. Basis of Cover

This section of **your** policy covers **you** against all risks of direct physical loss or damage to **your buildings** unless an exclusion applies. **Your contents** are covered against all risks of physical loss or damage anywhere in the world unless an exclusion applies.

B. How we Pay a Claim

1. Amount of Cover for **Your Main Building** and **Other Permanent Structure**

The maximum amount **we** will pay is shown in **your** schedule.

For a covered loss **we** will pay the **reconstruction cost** of **your main building** or **other permanent structure**, up to the sum insured shown for that location on **your** schedule, for each **occurrence**.

In the event of a covered total loss **we** will pay the **reconstruction cost** up to the sum insured shown for that location on **your** schedule, for each **occurrence**, if the damage has been repaired or reinstated.

A total loss is when, at **our** discretion, a **building** is deemed to be beyond economical repair or reconstruction. Following a total loss settlement, any salvage shall become **our** property.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the House Rebuilding Cost Index issued by the Society of Chartered Surveyors of Ireland from the beginning of the **policy period** or if this index is not available, an alternative index as **we** shall determine.

If **we** commission an appraisal of **your home**, **we** may change the sum insured shown on **your** schedule to reflect the calculated **reconstruction cost** and amend the premium correspondingly.

2. Amount of Cover for **Your Contents**

The most **we** will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the **contents** without deduction for depreciation, up to the sum insured shown on the schedule.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the Retail Price Index from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine.

3. How **Your** Excess Applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**.

For specific situations, a special excess may apply:

a. **Unoccupied Home** Excess

If the **home** is **unoccupied** and **you** did not notify **us** the excess that will apply will be the greater of:

- i. 5% of the **main building** sum insured; or
- ii. 5% of the combined **contents** and **valuable articles** sums insured;

unless a higher excess already applies as shown in **your** schedule.

We draw **your** attention to the sub-section, Unoccupied Homes Security and Heating, on page 9 of this policy wording: in some circumstances, **we** will not pay a claim for certain items or for the escape and/or freezing of water unless **you** have complied with the conditions therein.

b. Large Loss Excess Waiver

The excess shown on **your** schedule will not apply in the event of a claim under [Section 01 – Buildings & Contents](#) or [Section 02 - Valuable Articles](#) where the combined covered loss under both sections is greater than €30,000.

This waiver does not apply to the **unoccupied home** excess, to a compulsory excess shown on **your** schedule, to an **occurrence** involving **landslip, subsidence** or **heave** or where **your** excess is €2,500 or more.

4. Pairs, Sets and Parts

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever of the following amounts is less:

- a. the cost to replace the lost or damaged property;
- b. the cost to restore or repair the damaged property to its pre-loss condition; or
- c. the difference between the **market value** of the pair, set or larger unit before the loss and after the loss.

However, **we** may pay **you** the full replacement cost of the entire pair, set or unit if **you** agree to surrender the remainder of the pair, set or unit to **us**.

If a carpet is damaged beyond repair **we** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.

Under no circumstances will **we** pay more than the sum insured shown on **your** schedule.

5. Special Limits of Liability

- a. The limit shown for each of the following categories is the maximum **we** will pay for a covered loss to that type of **contents**. These special limits apply per **occurrence** and do not increase the amount of cover for **your contents** or for any item covered elsewhere in this policy:
- | | | |
|-------|--|----------|
| i. | money, banker's drafts, bank notes, postal orders, cheques, bullion or ingots | €5,000 |
| ii. | sailboards, surfboards, rowing boats and dinghies, including their accessories | €5,000 |
| iii. | trailers, horse trailers and trailer tents | €5,000 |
| iv. | fine art | €100,000 |
| v. | furs | €5,000 |
| vi. | guns | €5,000 |
| vii. | precious metals (excludes jewellery) | €5,000 |
| viii. | stamp, coin & medal collection | €5,000 |
| ix. | negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, or travel tickets | €10,000 |
| x. | outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments | €25,000 |
| xi. | Jewellery | €2,500 |
- b. **We** will pay up to the amount shown in **your** schedule for each **occurrence** for **contents** in the following category unless the loss is caused by breakage, in which case **we** will only pay up to the limit shown below. This special limit does not increase the amount of cover for **your contents** or for any item covered elsewhere in this policy.
- | | |
|--|---------|
| Crystal, china, porcelains, figurines, statues, sculptures, mirrors, wine bottles, glassware and similar items | €25,000 |
|--|---------|
- c. **We** will pay up to the sum insured for **contents** shown in **your** schedule in respect of loss or damage to a **family member's** possessions whilst living away from **home** in full time education. **We** will pay up to a maximum of €1,500 for any one item, pair or set.

C. Additional Covers

These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise. **Your** excess applies to these covers unless stated otherwise. Exclusions are described in Section D. The exclusions and limits of liability as described in Section 01, How We Pay a Claim 5. Special Limits of Liability, apply to these covers.

1. Unlimited Lock Replacement

We will pay for the cost of replacing the locks in a **residence** listed on the schedule if the keys to that **residence** are lost or stolen.

Your excess does not apply to this cover.

2. Trace and Access

We will pay to remove and replace part of **your residence** in order to locate the source of an escape of water or oil from any fixed tanks, apparatus, pipes or any fixed domestic heating installation subject to the following limits:

- if **you** are the owner of the **buildings**: up to the **buildings** sum insured; or
- if **you** are a tenant or leaseholder: up to the **contents** or **tenants improvements** sum insured, whichever is the greater.

We do not cover loss or damage to the heating or water system itself.

3. Loss of Oil, Metered Water or LPG

We will pay up to €10,000 for the cost of loss of oil or metered water that has escaped from **your** heating or water system at a **residence** listed in **your** schedule.

We will pay up to €5,000 for the loss of liquid petroleum gas (LPG) from the fixed domestic heating installation at **your home** provided that the property is not **unoccupied**.

4. Alternative Accommodation

If a covered loss makes **your residence** uninhabitable, **we** cover any reasonable increase in living expenses incurred by **you** to maintain **your** household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore **your residence** to a habitable condition. This includes accommodation for **your** domestic pets and horses. The maximum that **we** will pay for alternative accommodation costs is limited to:

- three years if the **buildings** are insured under this policy; or
- 25% of the combined **contents** and **tenants improvements** sums insured;

whichever is the greater.

5. Fees, Expenses and Debris Removal

We will pay up to 25% of the insured cost of repairs to **your buildings** to cover the necessary and reasonable expenses incurred for the costs of:

- a. architects, surveyors, consulting engineers and fees;
- b. removal of debris, demolition and making the site safe; and
- c. complying with local authority and government requirements provided that the building was constructed in compliance with the local authority or government regulations in force at that time. But **we** do not cover a requirement that was notified to **you** prior to the covered loss.

6. Business Equipment, Stock and Records

We will pay up to €20,000 in total for a covered loss to **business equipment**, but not more than €10,000 for **business stock**, that **you** own or lease at a **residence** listed on the schedule.

If, during the policy period, **your home office business** accounts records suffer damage or loss covered under this section then we will pay **you** up to €10,000 in respect of debts owed to **your home office business** that **you** are unable to recover.

This cover applies only if **we** insure **your contents** at the same **residence**. These payments do not increase the sum insured for **contents**.

7. Newly Acquired Contents

We cover **your** newly acquired **contents** for 25% of the highest amount of **contents** cover as listed on **your** schedule. **You** must request cover for the newly acquired **contents** within 60 days after **you** acquire them and pay **us** the additional premium from the date acquired.

We reserve the right, at **our** discretion, not to insure the newly acquired **contents** after the 60 days.

8. Contents Extended Replacement

In the event of a covered claim where the cost of repairing or replacing **your contents** is greater than **your contents** sum insured, if **you** had a professional independent valuation that is not more than three years old at the date of the **occurrence** and **you** had insured **your contents** for at least the recommended value in the valuation, then **we** will pay up to 125% of the value in the valuation to repair or replace **your contents**.

If **your contents** are not repaired or replaced **we** will only pay up to the **contents** sum insured.

9. Property of Domestic Employees and Guests

We cover the personal property of **your domestic employees** and guests while it is on the premises of any **residence** listed on the schedule but **we** do not cover items that are covered by other insurance.

This cover applies only if **your contents** are insured under this policy. These payments do not increase the amount of **your** cover and only apply in excess of any other insurance cover in force. The maximum that **we** will pay for all guests and **domestic employees** is €5,000 in total per incident.

10. Marquees

We will pay up to €40,000 in respect of loss or damage to a temporarily hired marquee and equipment that **you** are responsible for while it is at a location shown in **your** schedule unless it is insured elsewhere.

11. Data Replacement

We will pay up to €10,000 in total for the retrieval or replacement of lost personal data as a result of a covered loss to a personal computer, portable computing device, digital audio and/or visual device or software that **you** own or lease.

12. Emergency Access to the Residence

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

13. Emergency Preventative Measures

We will pay up to €2,500 for costs incurred by **you** in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.

14. Precautionary Repairs

After an **occurrence** covered by this policy, **we** will pay up to €1,000 towards the reasonable expenses **you** incur for necessary repairs to protect **your home** against further loss from the same **occurrence**.

These payments do not increase the amount of **your** cover.

15. Fatal Injury

We will pay up to €50,000 in total for fatal injury by fire, lightning, **aircraft**, explosion or physical assault to **you** at the **residence**, should **you** die within twelve months of the event.

16. Arson Reward

We will pay up to €5,000 for information leading to an arson conviction in connection with a fire loss to property covered by this policy.

The €5,000 limit is the most **we** will pay, regardless of the number of persons providing information.

17. Forced Evacuation

If **you** are denied access to **your residence** by the police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, **we** will reimburse **you** for the reasonable increase in **your** living expenses necessary to maintain **your** household's normal standard of living for up to fifteen days. **We** also cover any loss of rent for up to fifteen days if **your residence** is rented to others.

We do not cover any loss of rent due to termination of a lease or agreement.

18. Garden and Landscaping

We will pay up to €5,000 for a covered loss to **your** garden or **landscaping**, but no more than €1,000 for any one tree, shrub or plant, provided **we** insure **your** buildings at the same **residence**.

We will pay only for losses caused by:

- a. **aircraft**;
- b. fire, lightning or explosion;
- c. riot or civil commotion;
- d. earthquake;
- e. a vehicle not owned or operated by someone who lives at the **residence**; or
- f. theft, attempted theft, vandalism or malicious acts.

19. Land

In the event of a covered loss to **your buildings** **we** will pay for required stabilisation, excavation, or replacement of land under or around **your buildings**.

We will pay up to 10% of the amount of a covered loss to **your buildings** for this cover.

20. Removal of Nests

We will pay up to €1,000 for the removal of wasp, bee, mouse, rat or cockroach nests from **your home**.

21. Loss of Rent

If **you** are not able to rent out **your residence**, or a part of **your residence**, that **you** usually rent to others, because of a loss covered by this policy, **we** will pay up to 25% of the combined **buildings** and **contents** sums insured shown in **your** schedule for that **residence** for the rent **you** would have received including ground rent for the reasonable amount of time necessary to restore **your residence**, or that part of **your residence**, to a habitable condition.

Cover ceases immediately upon **your residence** becoming habitable.

We do not cover any loss of rents due to termination of a lease or agreement.

22. Sale of **Your Residence**

If **you** enter into a contract to sell any **residence** shown in the schedule, **we** will cover that **residence**, at the same terms and conditions, for the buyer from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale. **We** will only do this if:

- a. the **home** is not insured by, or does not have the benefit of, any other insurance;
- b. the **home** is not **unoccupied**; and
- c. the policy remains in force.

23. Food Spoilage

We cover loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any **residence** **you** live at or own.

These payments do not increase the sum insured for **contents**. **Your** excess does not apply to this cover.

24. Construction Materials

If **we** are informed that building works are to take place at **your residence** and **we** insure the **buildings** or **tenant's improvements** at that **residence**, **we** will cover a maximum of €15,000 of materials and supplies that are owned by **you** and located at any **residence** shown on the schedule for use in the repair, alteration, construction, or improvement of **your residence** unless stated otherwise or an exclusion applies.

These payments do not increase the amount of **your** cover for **your buildings** or **tenants improvements**.

25. Damage Caused by Domestic Pets

We will pay up to €2,500 per **policy period** for damage caused by domestic pets due to chewing, scratching, tearing or fouling.

D. Exclusions

The following exclusions apply to [Section 01 – Buildings and Contents](#) section of **your** policy:

1. Aircraft

We do not cover any loss or damage to aircraft or aircraft parts.

2. Business Property

We do not cover any loss or damage to **business** property unless it is **business equipment** and stock covered under Section 01, sub-section C, Additional Covers, No. 6.

3. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure by any government or public authority.

4. Dishonest or Intentional Act

We do not cover any loss, damage or misappropriation caused by a deliberate, dishonest or criminal act by **you** or a **family member** or by anyone acting on **your** or a **family member's** behalf. This exclusion does not apply to theft of insured property by a **domestic employee**.

5. Electronic Data

We do not cover any loss or damage to any covered equipment, integrated circuit board, computer chip or computer software arising directly from its failure to correctly recognise the date or change of date or from computer virus, erasure or corruption of electronic data.

6. Erosion

We do not cover any loss or damage caused by coastal or river bank erosion.

7. Existing Damage

We do not cover any loss or damage which occurred prior to the **policy period**.

8. Faulty, Inadequate or Defective Planning or Construction

We do not cover any loss or damage caused by faulty, inadequate or defective:

- a. planning, development, surveying, siting;
- b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
- c. materials used in repair, construction, renovation or remodelling; or
- d. maintenance of part or all of any property whether on or off the **residence**.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

9. Frost

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

10. Gradual Operating Causes or Deterioration, Breakdown, Wear and Tear

We do not cover any loss or damage caused by:

- a. 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;
- b. inherent flaw, latent defect, mechanical or electrical breakdown; or
- c. warping or shrinkage, rust, bacteria or other corrosion, wet or dry rot.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

11. Loss by Rodents, Insects or Vermin

We do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted).

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

12. Motorised Land Vehicles

We do not cover any loss or damage to motorised land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle.

However, this exclusion does not apply to loss or damage to vehicles not subject to motor vehicle registration which are:

- a. used to service any **residence you** own or live at;
- b. designed to assist the disabled; or
- c. designed for recreational use off public roads.

13. Mould

We do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

14. Nuclear Hazard

We do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

15. Pollution or Contamination

We do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **pollutants**. **We** do not cover the cost to extract **pollutants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation, other than loss or damage to land or water unless another exclusion applies.

16. Radioactive, Chemical or Biological Contamination

We do not cover any loss, damage, expense or liability, in relation to **personal injury** or **property damage**, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear **waste** arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. biological or chemical contamination resulting directly or indirectly from an act of **terrorism**.

17. Renovations and Repairs

We do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of **contents**.

18. Subsidence, Heave or Landslip

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

We also do not cover any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of **your home** are also damaged at the same time by the same event.

We do not cover any loss or damage caused by the thermal expansion or thermal contraction of building materials, bulging, compaction of infill or **settlement**.

19. Temperature or Dampness

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home**, **other permanent structures** or **contents**.

However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

20. Tenant's Property

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

21. Terrorism

We do not cover loss, damage, expense or liability caused by an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon.

22. Unsuitable Transportation and Packing

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

23. Watercraft

We do not cover any **watercraft** other than those described under Section 01, sub-section B, How we Pay a Claim, No. 5, Special Limits of Liability, part (a) (ii). In addition, **we** do not cover any loss or damage caused by the stranding, swamping or sinking of a covered **watercraft**, its trailer or outboard engine.

We also do not cover any loss caused by collision of a covered **watercraft** other than collision with a land vehicle unless another exclusion applies.

24. Wind or Storm

We do not cover any loss or damage to any wind turbine, fence, gate, bridge, pier, wharf or deck caused by wind or storm.

However, this exclusion does not apply to loss or damage to any fence, gate, bridge, pier, wharf or deck caused by falling trees.

Section 02 Valuable Articles

A. Basis of Cover

This part of **your** policy covers **you** against all risks of direct physical loss or damage to **valuable articles** anywhere in the world unless stated otherwise in the policy or an exclusion applies.

The sum insured for each category of **valuable articles**, and for each scheduled item, is shown in **your** schedule.

B. How we Pay a Claim

1. Payment for Specified Items and Unspecified Items

a. Specified Items

i. Total Loss

For a covered loss to an item listed in **your** schedule of items, **we** will pay the sum insured for that item if it is lost or damaged beyond repair provided that **you** have supplied **us** with a corresponding valuation or receipt prior to the loss. If no valuation or receipt has been supplied prior to the loss, **we** will pay the lower of the **market value** and sum insured for that item.

ii. Partial Loss

If only part of the specified item is lost or damaged, **we** will pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the **market value** of the item is less than its **market value** immediately before the loss, **we** will pay the difference. In no event shall payment exceed the sum insured for that item.

b. Unspecified Items

We will pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **valuable articles** with unspecified cover as shown in the schedule. If after the restoration the **market value** of the item is less than its **market value** immediately prior to the loss, **we** will pay the difference. **We** will not pay more than the maximum limit per article, pair or set as shown in **your** schedule.

2. Payment for a Pair or Set

For a covered loss to a pair or set, **you** may elect to:

- repair or replace any part to restore the pair or set to its value before the loss;
- be paid the difference between **market value** of the item before and after the loss; or
- be paid the sum insured if specified, or the **market value** if unspecified, of the entire pair or set when **you** surrender to **us** the undamaged part of the pair or set.

In no event shall payment exceed the sum insured for that pair or the maximum limit per article, pair or set as shown in **your** schedule.

3. How **Your** Excess Applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**.

We draw **your** attention to the sub-section, Unoccupied Homes Security and Heating, on page 9 of this policy wording: in some circumstances, **we** will not pay a claim for certain items or for the escape and/or freezing of water unless **you** have complied with the conditions therein.

Large Loss Excess Waiver

The excess shown on **your** schedule will not apply in the event of a claim under [Section 01 – Buildings & Contents](#) or [Section 02 - Valuable Articles](#) where the combined covered loss under both sections is greater than €30,000.

This waiver does not apply to the **unoccupied home** excess, to a compulsory excess shown on **your** schedule, to an **occurrence** involving **landslip, subsidence** or **heave** or where **your** excess is €2,500 or more.

C. Additional Covers

These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise.

Your excess applies to these covers unless stated otherwise.

1. Defective Title

We will pay the amount **you** have paid to purchase an item, or the value shown in the schedule if this is less, which **you** are subsequently required by law to relinquish possession of due to:

- a. unforeseen discovery of the vendor's defective or lack of title to the purchased item by **you**; or
- b. any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.

We will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim.

We will only cover a loss if:

- a. **you** bought the item during the period that the **valuable article** has been insured with **us**;
- b. **you** tell **us** about the claim during the **policy period**; and
- c. **you** make reasonable enquiries about the item's provenance before **you** bought it.

The most **we** will pay is €100,000 per **policy period**.

This extension does not apply to any items **you** inherited or that were given to **you**.

2. Newly Acquired Items

We cover **your** newly acquired **valuable articles** provided **you** already have a sum insured shown in **your** schedule in the category that the newly acquired item would be insured under. The most **we** will pay is 20% of the sum insured for the category as shown in the schedule for a covered loss. For appropriate cover under this policy, **you** must request cover for the newly acquired item within the first 60 days after **your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired item once 60 days after the acquisition of such item has elapsed.

3. Death of Artist

In the event of a covered loss **we** will pay up to 150% of the insured value of any specified **fine art** item within the immediate 12 months following the death of the artist provided that **you** can produce a purchase receipt or an independent professional valuation that is no more than 3 years old at the time of loss or damage and that **you** prove the increased value. The most **we** will pay under this extension is €150,000 in total for all such claims that **you** make during the **policy period**.

4. Fine Art Market Appreciation

a. Total loss

In the event of a total loss to a specified item of **fine art**, **we** will pay up to the amount of specified cover for that item. However, if the **market value** of the specified item immediately before the loss exceeds the amount of specified cover for that item **we** will pay its **market value**.

We will only pay this where **you** have had a valuation of the specified item of **fine art** carried out within the last 36 months. The maximum **we** will pay in any one loss is 150% of the amount shown on the policy schedule for that item.

b. Partial Loss

If only part of the specified item of **fine art** is lost or damaged, **we** will pay the lesser of:

- i. the full amount to restore the item to its condition immediately before the loss; or
- ii. the amount shown on the policy schedule for that item.

However, if the **market value** of the item immediately before the loss exceeds the amount shown on the policy schedule for that item or the **market value** of the item after restoration, **we** will pay its **market value** but no more than 150% of the amount shown on the policy schedule for the item.

We will only pay under this extension where **you** have had a valuation of the specified item of **fine art** carried out within the last 36 months

D. Exclusions

The following exclusions apply to [Section 02 – Valuable Articles](#) section of **your** policy:

1. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure by any government or public authority.

2. Dishonest or Intentional Act

We do not cover any loss, damage or misappropriation caused by a deliberate, dishonest or criminal act by **you** or a **family member** or by anyone acting on **your** or a **family member's** behalf. This exclusion does not apply to theft of insured property by a **domestic employee**.

3. Electronic Data

We do not cover any loss or damage to any covered equipment, integrated circuit board, computer chip or computer software arising directly from its failure to correctly recognise the date or change of date or from computer virus, erasure or corruption of electronic data.

4. Existing Damage

We do not cover any loss or damage which occurred prior to the **policy period**.

5. Gradual Operating Causes or Deterioration, Breakdown, Wear and Tear

We do not cover any loss or damage caused by:

- a. 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;
- b. inherent flaw, latent defect, mechanical or electrical breakdown; or
- c. warping or shrinkage, rust, bacteria or other corrosion, wet or dry rot.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

6. Internet or Mail Order

We do not cover any loss caused by **you** not receiving, or receiving but in a damaged state, goods or services **you** have paid through any internet, telephone or mail order facility.

7. Loss by Rodents, Insects or Vermin

We do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted).

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

8. Jewellery or Precious Metal in the Bank

We do not cover any loss to **jewellery** or **precious metal** described in the schedule as 'whilst in bank only' while these items are out of a bank vault, unless **we** agree in advance that **we** will cover them.

9. Jewellery in the Safe

We do not cover any loss to **jewellery** described in the schedule as 'whilst in safe only' while these items are out of a locked safe or locked strong room located within the **residence**, unless **we** agree in advance that **we** will cover them.

10. Mould

We do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

11. Nuclear Hazard

We do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

12. Radioactive, Chemical or Biological Contamination

We do not cover any loss, damage, expense or liability, in relation to **personal injury** or **property damage**, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear **waste** arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. biological or chemical contamination resulting directly or indirectly from an act of **terrorism**.

13. Repair and Restoration

We do not cover any loss or damage to **valuable articles** caused by or resulting from repair, restoration, or retouching commissioned by **you**.

14. Stamps and Coins

We do not cover any loss to stamps or coins caused by:

- a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature; or
- b. handling or being worked on.

15. Terrorism

We do not cover loss, damage, expense or liability caused by an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon.

16. Unsuitable Transportation and Packing

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

17. Use

We do not cover any loss or damage to any **valuable articles**:

- a. held or used for any **business**; or
- b. caused during misuse.

Section 03 Liability

A. Basis of Cover

We will pay **damages** an **insured person** is legally obligated to pay for **personal injury** or **property damage** caused by an **occurrence** covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.

B. How we Pay a Claim

The most **we** will pay for all claims for **personal injury** and **property damage** as a result of any one **occurrence** is the liability sum insured shown in **your** schedule. This insurance applies separately to each **insured person** against whom a claim is made or lawsuit is brought, but **we** will not pay more than the limit shown in **your** schedule for any single **occurrence** regardless of the number of **insured persons**, claims made or persons injured.

Payments under Section C. Defence Covers, except a settlement payment, are in addition to the liability sum insured shown in **your** schedule.

C. Defence Covers

We will pay the legal defence costs and legal expenses incurred by an **insured person** with **our** prior written consent. In jurisdictions where **we** may be prevented from defending an **insured person** for a covered loss because of local laws or other reasons, **we** will pay only those legal defence expenses incurred with **our** prior written consent for the **insured person's** defence.

Our duty to defend any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in **damages** for that **occurrence** equals the liability cover limit shown on the schedule of this policy.

D. Additional Covers

In addition to **damages** and legal defence costs, **we** also provide related covers. These payments are in addition to the sum insured for **damages** and legal defence costs unless stated otherwise or an exclusion applies.

1. Credit Cards and Forgery

We will pay up to a total of €25,000 for any amount **you** or a **family member** are legally obligated to pay resulting from:

- i. theft or loss of a bank card or credit card issued in **your** or a **family member's** name; or
- ii. loss caused by forgery or alteration of any cheque or negotiable document.

A loss will not be covered unless all the terms and conditions for using the card, cheque or negotiable document are complied with.

You must check **your** card and bank statements and report any suspect card or cheque transaction to the relevant card issuing company or bank, within 90 days of the transaction or earlier if the card issuing company or bank so require. **We** do not cover any loss where **your** card issuing company or bank will not confirm that **you** have reported the suspect transaction to them within 90 days or will not confirm that all of the terms and conditions for using the card, cheque or negotiable document have been complied with.

At **our** option **we** may defend a claim or suit against **you** or a **family member** for forgery, counterfeiting or for loss or theft of a bank card or credit card.

These payments are in excess of any other insurance cover in force.

2. Employer's Liability

We will pay **damages** **you** are legally obligated to pay for injury or illness to **domestic employees** arising from work that is undertaken during the period of insurance.

We may pay defence costs and legal expenses incurred by **you** with **our** prior written consent.

The most **we** will pay is the domestic employers liability cover limit shown in **your** schedule.

3. Fire Brigade charges

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

4. Reversal of Damages

If **you**:

- a. suffer **bodily injury** or **property damage** resulting from an incident which occurs during the **policy period**; and
- b. commence legal proceedings to recover any resulting damages from a third party during the policy period,

we will cover any **damages** or costs **you** are awarded in a Judgment but do not receive up to the liability limit shown in **your schedule**.

We will only provide cover if:

- i. the incident resulting in the Judgment did not occur in the course of any **business** other than **home office business** and **incidental farming**;
- ii. **you** liability would have been covered under this section if **you** had caused the same **bodily injury** or **property damage**; and
- iii. **you** notify **us** that **you** intend to commence proceedings and **we** agree to provide cover in respect of those proceedings;
- iv. the Judgment debt has been outstanding for over 6 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 6 months);
- v. the Judgment is made by any Court of Law in the European Union and in a personal capacity for **bodily injury** or **property damage**; and
- vi. 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**.

E. Exclusions

This policy does not provide cover for liability, defence costs or any other cost or expense for:

1. Aircraft

Personal injury or **property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any **aircraft**.

However, this exclusion does not apply to **personal injury** or **property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any **aircraft** chartered by **you** with qualified and professional crew and operated solely by a licensed pilot.

2. Business Pursuits

Personal injury or **property damage** arising out of an **insured person's business**, investment activity or any activity intended to generate a profit.

However, this exclusion does not apply to:

- a. voluntary work for a registered charitable, religious or community group; or
- b. **incidental farming** activity; or
- c. the letting of **your residence** provided that **you** have told **us** of the letting arrangement prior to the **occurrence**.

3. Care, Custody or Control

Property damage to property owned by, or in the custody, care or control of, an **insured person**.

4. Contractual Liability

Personal injury or **property damage** arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

5. Dangerous Dogs

Personal injury or **property damage** arising out of the ownership, custody or control by or on behalf of any **insured person** of a dangerous dog, as specified in The Control of Dogs Act 1986 and Control of Dogs Regulations 1998 or in the United Kingdom, to which Section 1 of the Dangerous Dog Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 or equivalent legislation applies.

6. Directors' Errors or Omissions

Personal injury or **property damage** arising out of any **insured person's** acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to **bodily injury** or **property damage** arising out of an **insured person's** actions for a non-profit making corporation or organisation unless another exclusion applies.

7. Discrimination

Personal injury 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.

8. Electronic Data

Personal injury or **property damage** arising out of transmission of a computer virus, erasure or corruption of electronic data.

9. Financial Guarantee

The use of any **home** used as an **insured person's** guarantee of financial performance of any organisation, **insured person** or other individual. This policy does not cover financial default, bankruptcy or insolvency.

10. Intentional Acts

Personal injury or **property damage** resulting from any criminal, wilful, intentional or malicious act or omission by an **insured person**. **We** also will not cover claims for acts or omissions of an **insured person** which are intended to result in, or would be expected by a reasonable person to cause, **property damage** or **personal injury**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.

However, this exclusion does not apply to **bodily injury** if the **insured person** acted with reasonable force to protect any person or property.

11. Insured Person

Personal injury to an **insured person**.

12. Motorised Land Vehicles

Personal injury or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorised land vehicle. This exclusion does not apply to:

- a. golf buggies;
- b. motorcycles of under 51cc or quad bikes used within the grounds of a location listed on the schedule or used anywhere else except where any Road Traffic Act or similar legislation states that the user must have motor liability insurance; garden equipment used for domestic purposes;
- c. a motorised land vehicle laid up at **your residence**; or
- d. a vehicle for use by a disabled person that does not require registration for the road;

unless being used for or in connection with racing or time trials.

13. Mould

Personal injury or **property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **mould**.

However, this exclusion does not apply to **personal injury** or **property damage** arising out of **mould** that is, is on, or is contained in, a good or product intended for consumption.

14. Nuclear Hazard

Personal injury or **property damage** caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

15. Other Property and Land

Your liability arising out of the ownership or occupancy of any land or building that is not shown on the policy schedule as a covered **residence**.

However, **we** will cover **your** liability for damage to property for which **you** as a tenant are legally liable to the owner.

16. Pollution

Personal injury or **property damage** caused directly or indirectly by pollution or contamination unless:

- a. caused by a sudden and identifiable, unintended and unforeseen accident;
- b. the accident causing the pollution or contamination is reported to **us** as soon as reasonably possible; and
- c. the accident occurs in its entirety during the period of insurance.

17. Professional Services

Personal injury or **property damage** arising out of an **insured person's** performing or failure to perform professional services for which any **insured person** is legally responsible or licensed.

18. Radioactive, Chemical or Biological Contamination

We do not cover any loss, damage, expense or liability, in relation to **personal injury** or **property damage**, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear **waste** arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. biological or chemical contamination resulting directly or indirectly from an act of **terrorism**.

19. Sexual Molestation or Corporal Punishment

Personal injury arising out of any actual, alleged or threatened:

- a. sexual molestation, misconduct or harassment;
- b. corporal punishment; or
- c. sexual, physical or mental abuse.

20. Terrorism

Personal injury or **property damage** caused directly or indirectly by biological or chemical contamination resulting directly or indirectly from an act of **terrorism**.

21. Transmittable Diseases

Personal injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an **insured person** to anyone. **We** do not cover any **damages** for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

22. Watercraft

Personal injury or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any **watercraft** that is;

- a. non-mechanically powered and twenty-six (26) feet in length or more; or
- b. mechanically powered and:
 - i. twenty-five (25) or more horsepower; or
 - ii. which is owned by **you** or a **family member** or lent or rented to **you** or a **family member** for longer than thirty (30) days.

23. Wind Powered Land Vehicles

Personal injury or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

24. Wrongful Termination

Personal injury arising out of wrongful termination of employment.

Section 04 Family Legal Protection

This cover under this section is provided by DAS Legal Expenses Insurance Company Limited. Cover is only operative if indicated on **your** policy schedule.

How We Can Help

To make a claim under this section, please phone **us** on 1850 670 747 and quote policy number TS1/7131094. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice.

If **your** dispute needs to be dealt with as a claim under this section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

Or **you** can email **your** claim to **us** at info@das.ie

How We Can Help

As a member of Insurance Ireland, DAS subscribes to the Insurance Ireland Codes of Practice. These codes set down the requirements insurers must meet when dealing with customers. **You** can see the codes at www.insuranceireland.eu. If **you** would like to receive a written copy please contact **us** or Insurance Ireland.

When We Cannot Help

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.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our Operations Manager** at DAS Legal Expenses Insurance Company Ltd, Europa House, Harcourt Centre, Harcourt Street, Dublin 2. Or **you** can phone **us** during standard office hours on 01 6707470 or email **us** at customerrelations@das.ie. Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Service's Ombudsman Bureau at: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

You can also contact them on 1890 882 090.

Website: www.financialombudsman.ie

(Using this service does not affect **your** right to take legal action.)

For further information about Statutory Rights, an **insured person** should contact the National Consumer Agency.

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority of the United Kingdom and regulated by the Central Bank of Ireland for conduct of Business rules. The regulatory system which applies in Ireland is different to that which applies in the UK.

The Meanings of Words in this Section

Costs and expenses

- a. **accountant's costs** means all reasonable and necessary costs chargeable by the **representative**.
- b. **attendance expenses** means the **insured person's** net salary or wages for the time that the **insured person** is off work. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for. The amount **we** will pay is based on the following:
 - i. the time the **insured person** is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
 - ii. if the **insured person** works full time, the salary or wages for each day equals 1/250th of the **insured person's** yearly salary or wages;
 - iii. if the **insured person** works part time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

If the **insured person** is self employed, **we** will pay net salary or wages that the **insured person** draws from the business to cover their own personal cost-of-living expenses.

- c. **communication costs** means costs of phone calls, faxes or postage incurred by the **insured person** to communicate with the Gardia, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.
- d. **legal costs** means all reasonable and necessary costs charged by the **representative** on a party/party basis. For Insured Incident 3 **Bodily Injury** **we** will initially pay the application fee required by the injuriesboard.ie (IB).
- e. **opponents' costs** means the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

Date of occurrence

- a. For civil cases, the **date of occurrence** 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.
- b. For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
- c. For Insured Incident 6 **Tax Protection**, the **date of occurrence** is when the Revenue Commissioners first notify the **insured person** in writing of their intention to make an enquiry.

DAS Standard Terms of Appointment means the terms and conditions (including the amount **we** will pay to a **representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Identity theft means the theft or unauthorised use of an **insured person's** personal identification which has resulted in the unlawful use of their identity.

Insured person means **you**, and any member of **your** family who always lives with **you**. Anyone claiming under this section must have **your** agreement to claim.

Period of insurance means the period for which **we** have agreed to cover an **insured person**.

Representative means the lawyer, accountant or other suitably qualified person whom **we** appoint to act for an **insured person** in accordance with the terms of this section.

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

Territorial limit

- a. For Insured Incident 2 **Contract Disputes** and 3 **Bodily Injury** this means the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- b. For all other Insured Incidents this means the Republic of Ireland.

We, us, our means DAS Legal Expenses Insurance Company Limited.

You, your means the person who has taken out the cover in this section.

Cover

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

- a. the premium has been paid; and
- b. the **date of occurrence** of the insured incident is during the **period of insurance**; and
- c. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- d. for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

What We Will Pay

1.
 - a. For all insured incidents under this section, **we** will pay **legal costs** and **opponents' costs**;
 - b. for Insured Incident 3 **Bodily Injury** **we** will pay the application fee required by the injuriesboard.ie (IB);
 - c. for Insured Incident 6 **Tax Protection**, **we** will pay **accountants' costs**;
 - d. for Insured Incident 7 **Jury Service and Court Attendance**, **we** will pay **attendance expenses**;
 - e. for Insured Incident 9 **Identity theft**, **we** will pay **communication costs**.
2. For all insured incidents **we** will pay **costs and expenses** to make or defend against an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.

What We Will Not Pay

- a. In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- b. The first €250 of any claim for legal nuisance or trespass. An **insured person** must pay this as soon as **we** accept the claim.

Insured Incidents That We Will Cover

1. Employment Disputes

We will negotiate for an **insured person's** legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under Employment Disputes

- a. Employers' disciplinary hearings or internal grievance procedures;
- b. Any claim relating solely to personal injury.

2. Contract Disputes

We will negotiate for an **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **insured person** has entered into for:

- a. buying or hiring in goods or services; or
- b. selling goods;
provided that:
 - i. the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
 - ii. the amount in dispute is more than €150.

What is not covered under Contract Disputes

A claim relating to:

- a. a contract regarding an **insured person's** trade, profession, employment or any business venture;
- b. construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);
- c. the settlement payable under an insurance policy (**we** will negotiate if an **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);
- d. a dispute arising from any loan, mortgage, pension, investment or borrowing;
- e. 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.

3. Bodily Injury

We will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, an **insured person**. This includes helping an **insured person** to register their claim with the injuriesboard.ie (IB).

What is not covered under Bodily Injury

- a. Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- b. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.
- c. Clinical negligence.
- d. Defending an **insured person's** legal rights, but defending a counter-claim is covered.
- e. The cost of obtaining a medical report when registering a claim with the IB.

4. Clinical Negligence

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

What is not covered under Clinical Negligence

- a. The alleged failure to correctly diagnose the **insured person's** condition.
- b. Psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

5. Property Protection

We will:

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

What is not covered under Property Protection

- a. A claim relating to:
 - i. a contract entered into by an **insured person**;
 - ii. any building or land other than the **insured person's** principal or holiday home;
 - iii. someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority;
 - iv. work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - v. mining subsidence.
- b. Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.
- c. The first €350 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

6. Tax Protection

In the event of a Revenue Commissioner's audits relating to an **insured person's** self-assessment tax return, **we** will negotiate for an **insured person**, and represent them in any appeal proceedings.

What is not covered under Tax Protection

- a. A claim relating to an off shore account held by an **insured person**.
- b. The tax affairs of a company, or any claim if the **insured person** is self-employed, or a sole-trader, or in a business partnership.
- c. Any Revenue Commissioner's audit where the **insured person** has not submitted a self-assessment tax return.
- d. Reviews conducted by the Revenue Commissioners as part of its review programmes.

7. Jury Service and Court Attendance

An **insured person's** absence from work:

- a. to attend any court or tribunal at the request of the **representative**; or
- b. to perform jury service; or
- c. to carry out activities specified by the **identity theft** support service under Insured Incident 9 **Identity Theft**.

8. Legal Defence

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

What is not covered under Legal Defence

1. Parking or obstruction offences.
2. The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

9. Identity Theft

Identity Theft Support Service

Following a call to the **identity theft** helpline service, **we** will help to restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal caseworker who will provide phone advice to help regain an **insured person's** identity.

Legal Costs

Following an **insured person's identity theft**:

- a. **We** will pay **legal costs** to reinstate an **insured person's** identity including costs for the signing of statutory declarations or similar documents;
- b. **We** will negotiate for an **insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **insured person** arising from or relating to **identity theft**;
- c. **We** will pay loan-rejection fees and any re-application administration fee for a loan when an **insured person's** original application has been rejected;

Provided that

- i. the **insured person** files a Garda report and notifies banks and building societies as soon as possible; and
- ii. the **insured person** tells **us** if they have previously suffered **identity theft**; and
- iii. the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.

What is not covered under **Identity theft**

- a. Fraud committed by another **insured person** under this section of the policy.
- b. Losses arising from an **insured person's** business activities.

Exclusions

The following exclusions apply to **Section 04 – Family Legal Protection** of the policy.

1. Late Reporting of a Claim

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

2. Period of Cover

An incident or matter arising before the start of cover under this section.

3. Costs and Expenses

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

4. Fines and Penalties

Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.

5. Intentional Acts

A claim intentionally brought about by an **insured person**.

6. Actions of Insured Persons

A legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.

7. Written or Verbal Remarks

A claim relating to written or verbal remarks which damage an **insured person's** reputation.

8. Dispute

A dispute with **us** not otherwise dealt with under Condition 7.

9. Rights and Interests

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

10. Judicial Review

Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.

11. Dishonesty or Violent Behaviour

A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.

12. War Risks or Similar

A claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

13. Device Failure

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

Conditions

1. An insured person must:

- a. keep to the terms and conditions of this policy;
- b. try to prevent anything happening that may cause a claim;
- c. take reasonable steps to keep any amount we have to pay as low as possible;
- d. send everything we ask for, in writing; and
- e. give us full and truthful details by phone or in writing of any claim as soon as possible and give us any information we need.

2. Conduct

- a. **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
- b. An **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:
 - i. **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
- c. In all circumstances except those in 2(b) above, we are free to choose a **representative**.
- d. Any **representative** will be appointed by **us** to represent an **insured person** according to our standard terms of appointment. The **representative** must co-operate fully with **us** at all times.

- e. **We** will have direct contact with the **representative**.
- f. An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
- g. An **insured person** must give the **representative** any instructions that **we** ask for.

3. Offers to settle a claim

- a. An **insured person** must tell **us** if anyone offers to settle a claim.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c. **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.

4. Assessing and recovering costs

- a. An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b. An **insured person** must take every step to recover **costs and expenses** and IB application fees that **we** have to pay, and must pay us any **costs and expenses** and IB application fees that are recovered.

5. Cancelling a representative's appointment

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

6. Withdrawing cover

If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.

7. Arbitration

If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman's Bureau for help.

8. Other insurances

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

9. Law that applies

This section is governed by the laws of the Republic of Ireland.

Helpline Services

We are available to answer **your** call 24 hours a day, seven days a week during the **period of insurance** or as set out below. However, if **you** call outside of standard office hours, **we** will take details of **your** call and arrange for someone to call **you** back at a time convenient to **you**. All helplines apply to the Republic of Ireland unless otherwise stated.

To help **us** check and improve **our** service standards and for training, verification and quality purposes, **we** record all calls, except those to the counselling service.

When phoning, please confirm policy number TS1/7131094. Please do not phone us to report a general insurance claim.

Legal Advice Service

We will give an **insured person** 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. For help, phone 1850 670 747.

Identity Theft Service

We will provide an **insured person** resident in the Republic of Ireland with detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity theft**. For help, phone 1890 252 922. The helpline is open 9am-5pm, 7 days a week.

Health and Medical Information Service

We will give an **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists. Between the hours of 7pm and 9am **we** will take a message and one of **our** health and medical advisors will contact the **insured person** the next day or at an agreed time.

To contact the Health and Medical Information Service helplines, phone **us** on 1890 254 164.

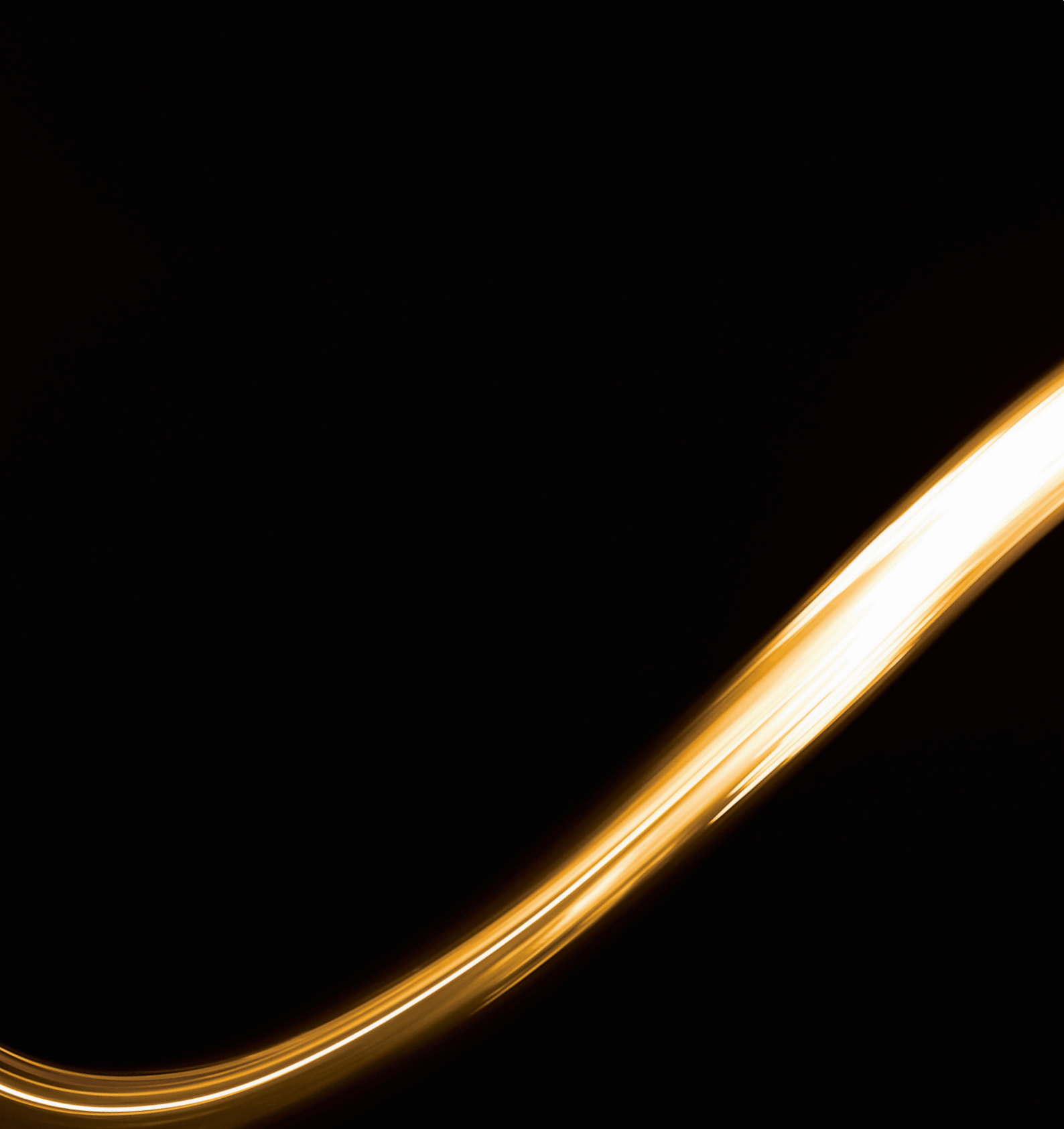
Counselling

We will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services. To contact the counselling helpline, phone **us** on 1850 670 407.

Domestic Help

We will arrange help or repairs needed if an **insured person** has a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage. For help, phone 01 881 8010. **You** will be responsible for paying the costs for the help.

We will not accept responsibility if the Helpline Services are unavailable for reasons **we** cannot control.



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