

**Insurance Speciality  
Fine Art & Specie**

**XL Insurance Company SE**  
Connoisseur Underwriting

**Art & Household  
Insurance Policy  
Wording (Ireland)**





## Art & Household Insurance Policy

This policy is a contract between **You** and **Us**.

**We** will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the insuring sections during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium. This policy only covers those sections specifically stated in the **Schedule**.

This document, the **Schedule** and any endorsements constitute **Your** contract of insurance with **Us** and are to be read as one contract. In this policy, certain words or phrases are specially defined. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

Please read the documents carefully so that **You** understand the extent of the policy cover, **Your** obligations under it and to ensure that it meets **Your** needs. If any corrections are necessary **You** should contact Your broker through whom this policy was arranged.

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

### Regulatory Information

#### XL Insurance Company SE

XL Insurance Company SE is a European public limited liability company regulated by the Central Bank of Ireland (Authorisation number C173308). Registered Office 8 St. Stephen's Green, Dublin 2, Ireland. Registered in Ireland Number 641686.

#### XL Catlin Services SE

XL Catlin Services SE acts on behalf of XL Insurance Company SE in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office is XL House, 8 St Stephen's Green, Dublin 2 Ireland.

Registered in Ireland No. 659610

### Accessibility

Upon request Braille, audio or large print versions of the Policy and the associated documentation can be provided. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.



## Definitions

<b>Act(s) of terrorism</b>	Act(s) including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Agreed value</b>	The value agreed by <b>You</b> and <b>Us</b> for the purpose of this policy only. No representation is made by <b>Us</b> that those values represent the <b>Market Value</b> or any other basis of value.
<b>Agreed Value Schedule</b>	A <b>Schedule</b> containing items where <b>You</b> have agreed the value with <b>Us</b> .
<b>Art</b>	Anything that could be bought or sold at a reputable auction house, including but not limited to paintings, works on paper, furniture, sculpture, ceramics, metalware, architectural features, collectibles, glass, clocks and barometers, <b>Specie Collections</b> , and antiques. <b>Jewellery and/or Watches</b> are excluded as they are separately defined below.
<b>Building(s)</b>	The <b>Home</b> , its decorations, wallcoverings, <b>Fixtures</b> attached permanently to the <b>Home</b> , underground service pipes and cables, sewers and drains, fuel and septic tanks, swimming pools and sports courts, drives, patios, terraces and paths, walls, gates and fences, hedges trees, plants and shrubs and any other structure specifically agreed by <b>Us</b> at a <b>Home</b> address specified in the <b>Schedule</b> .
<b>Consequential Loss</b>	<b>Damage</b> , cost, expense or other financial liability incurred that is not directly attributable to the insured <b>Event</b> , including loss of market.
<b>Contents</b>	<ul style="list-style-type: none"><li>• <b>Your Household Goods</b></li><li>• Items specifically referred to in Section Four</li></ul> <p><b>Contents</b> does not include anything specifically covered under any other section.</p>
<b>Damage</b>	Physical loss, damage or destruction which is sudden and unforeseen by <b>You</b> .
<b>Deductible</b>	An amount, as specified in <b>Your Schedule</b> , that <b>We</b> will deduct from each claim.
<b>Depreciation</b>	The reduction in value of an item caused directly by <b>Damage</b> to the item and arrived at with reference to the full insured value of the item as per the basis of <b>Settlement</b> in Section One and its condition prior to the <b>Damage</b> .
<b>Economic repair</b>	Any repair that costs up to the value specified in the <b>Schedule</b> or up to the <b>Market Value</b> whichever is the lesser.
<b>Employee(s)</b>	<ol style="list-style-type: none"><li>1) any person under a contract of service or apprenticeship with <b>You</b>.</li><li>2) any labour master or person supplied by him or any person supplied by a labour only sub-contractor.</li><li>3) any self employed person.</li><li>4) any person hired to or borrowed by <b>You</b>.</li></ol>
<b>Event</b>	Any one or all occurrences of a series arising out of one original cause. This shall include, for example, several occurrences of injury including death, illness or disease or <b>Damage</b> to physical property and shall be treated as one single <b>Occurrence</b> irrespective of the number of injured parties, actual claimants or eligible claimants.



## Definitions - continued

<b>Fittings</b>	Items not permanently attached to the <b>Building(s)</b> and that can be removed without <b>Damage</b> .
<b>Fixtures</b>	Items permanently attached to the <b>Building(s)</b> .
<b>Heave</b>	Upward movement of the ground beneath the <b>Buildings</b> as a result of the soil expanding.
<b>Home</b>	The private dwelling(s) at the <b>Named Location(s)</b> in the <b>Schedule</b> but not the garden, grounds, garage or outbuildings.
<b>Household</b>	All permanent residents of <b>Your Home</b> .
<b>Household Goods</b>	Goods and appliances owned by <b>You</b> in <b>Your Home</b> (but not goods used for business purposes).
<b>In the Open</b>	Not in an area that can be locked or secured.
<b>Insured Person</b>	Any person defined in the <b>Schedule</b>
<b>Insured Property</b>	All <b>Buildings</b> and other items insured under this policy
<b>Jewellery and/or Watches</b>	Watches gemstones, pearls or items of gold or silver or other precious or semi-precious metal and/or articles comprising them, designed to be worn on the person.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Market Value</b>	The price a willing buyer would pay to a willing seller with good title at the place the item(s) were located immediately prior to the loss after a reasonable period for marketing the goods, taking into account the state of the market for items of that type, the size, condition and provenance and if a work of <b>Art</b> its position within the artist's body of work.
<b>Money</b>	Cash, uncrossed cheques, uncrossed bankers drafts, uncrossed postal and <b>Money</b> orders, travellers' cheques, business travel tickets, gift vouchers, unexpired units in franking machines, unused current postage stamps, and bills of exchange, which are either <b>Your</b> property or for which <b>You</b> are responsible.
<b>Named Location(s)</b>	Locations specified in the <b>Schedule</b> .
<b>Non Negotiable Instruments</b>	Crossed cheques, crossed bankers' drafts, crossed postal and <b>Money</b> orders, VAT purchase invoices, National Savings certificates, premium bonds, credit card and debit card sales vouchers, which are either <b>Your</b> property or for which <b>You</b> are responsible and are held for business purposes.
<b>Occurrence</b>	All events arising out of and directly occasioned by one sudden, unexpected, unusual and specific <b>Event</b> occurring at an identifiable time and place. The duration and extent of an <b>Event</b> shall be limited to 72 consecutive hours and within a 10 mile radius and no <b>Event</b> occurring outside such period and/ or radius shall be included in that <b>Event</b> .
<b>Period of insurance</b>	The time for which this policy is in force as shown on <b>Your Schedule</b> .



## Definitions - continued

<b>Permanent Disabling Injury</b>	Disability which has lasted for at least 12 calendar months and which in opinion of the <b>Qualified Medical Practitioner</b> will continue for the remainder of the <b>Insured Person's</b> life and result in their inability to perform or give attention to their usual occupation.
<b>Personal possessions</b>	Items customarily carried on or about the person other than <b>Jewellery and/or Watches</b> .
<b>Qualified Medical Practitioner</b>	A qualified medical or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include an <b>Insured Person</b> or a member of the <b>Insured Person's</b> family.
<b>Robbery</b>	Where a person steals and, immediately before or at the time of doing so and in order to do so, uses force on any person, or puts or seeks to put any person in fear of being then and there subjected to force.
<b>Schedule</b>	A <b>Schedule</b> containing the limits of liability and <b>Deductibles</b> .
<b>Settlement</b>	Downward movement as a result of the soil being compressed by the weight of the <b>Buildings</b> within ten years of construction.
<b>Specie Collections</b>	Collections of coins, stamps and medals.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>Buildings</b> other than by <b>Settlement</b> .
<b>Temporary</b>	For a period not exceeding 90 days.
<b>Temporary Partial Disablement</b>	Disablement, certified by <b>Qualified Medical Practitioner</b> which prevents the <b>Insured Person</b> from engaging in a substantial part of their usual business or occupation.
<b>Temporary Total Disablement</b>	Disablement, certified by <b>Qualified Medical Practitioner</b> which entirely prevents the <b>Insured Person</b> from engaging in their usual business or occupation.
<b>Territorial Limits</b>	The territorial limits shown in the <b>Schedule</b> .
<b>Unattended vehicle</b>	Any road vehicle which does not have an adult actually inside it or upon it, whose responsibility it is to protect the <b>Art</b> or <b>Contents</b> .
<b>War</b>	Invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/Us/Our</b>	The insurer specified in the <b>Schedule</b> .
<b>You/Your</b>	The named insured(s) in the <b>Schedule</b> .



## General Conditions Applying to all Sections

### 1 Access

**You** must allow **Our** surveyor access to **Your** premises on reasonable notice. **You** agree to carry out any reasonable requirements made by **Us** following that survey within the specified time frame. In the event of a claim, **You** must allow **Our** claims representative or an appointed adjuster similar access.

### 2 Cancellation

#### i) **Your Right to Cancel during the Cooling-Off Period**

**You** are entitled to cancel this policy by notifying **Us** in writing or by email 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

#### ii) **Your Right to Cancel after the Cooling-Off Period**

**You** are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing or by email. 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.

#### iii) **Our Right to Cancel**

**We** are entitled to 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
- b) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- c) 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. 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.

### 3 Fair Processing Notice

This Privacy Notice describes how XL Insurance Company SE (for the purpose of this notice "**We**", "**Us**" or the "Insurer") 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 the Insurer, 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 the Insurer 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 the Insurer 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](mailto:compliance@axaxl.com).



## General Conditions Applying to all Sections

**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: <http://axaxl.com/privacy-and-cookies>.

### Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide **Us** with information about someone else, **We** will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how **We** collect, use, share and secure personal information when **We** provide our services as an insurance and reinsurance business.

### 4 Dispute Resolution

If **We** and **You** are not able to agree any question of valuation, the dispute will be referred to an independent third party expert in the relevant field. If **We** and **You** cannot agree on an expert, then **We** and **You** must each propose a name and then **We** and **You** will be bound by the mid-point between the valuations given by the two experts.

### 5 Reasonable Care

**You** must take all practicable steps and measures to protect the **Insured Property**, to maintain it in good and proper condition and to avoid and minimise any losses under the policy.

### 6 Governing Law and Jurisdiction

Unless otherwise agreed in writing, this policy is governed by the Laws of the Republic of Ireland and shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

The language of this contract of insurance and all communications relating to it will be in English.

### 7 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.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **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.

**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:

- 1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- 2) 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** thirty (30) days' notice that **You** are terminating this policy.



## General Conditions Applying to all Sections

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

### 8 Change in Circumstances

**You** must tell **Us** as soon as practicably possible of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

**You** must tell **Us** at least fourteen (14) days before **You** start any conversions, extensions or other structural work to the **Buildings**.

When **We** are notified of a change or planned structural works **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change or planned structural works it may affect any claim **You** make or could result in **Your** insurance being invalid.

### 9 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**:

- a) will not be liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) 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:

- i) **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
- ii) **We** need not return any of the premium paid.

### 10 Joint Insureds

The total amount that **We** will pay will not exceed the amount that **We** are liable for to any one insured as defined on the **Schedule**.

### 11 New Acquisitions

The total sum insured under Sections One, Two and Four combined may be increased by up to 25% to cover new acquisitions provided **You** notify **Us** within 60 days of the acquisition and an additional premium set by **Us** is paid. This allowance will be reinstated following each notification to **Us**. **We** are entitled to refuse to continue coverage for new acquisitions and cancel this policy in accordance with the Cancellation and Cooling-Off provisions.

### 12 Packing and Transportation

**You** must ensure that the **Art** or **Contents** insured are securely and adequately packed whilst in transit and, in respect of **Art**, if not transported by a professional **Art** carrier, then under the custody and control of **You**, a member of **Your Household** or a suitable person appointed by **You**.

### 13 Premium payment

**You** undertake that the premium will be paid in full to **Us** within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

### 14 Insurance Act 1936

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





## General Conditions applying to all sections - continued

### 15 Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

### 16 Government Charges

The first premium includes any such charges.

### 17 Third Parties

It is not the intention of this policy that any party except **Us** and those named or defined as **You** or **Insured Persons** herein or other parties specifically covered by this policy should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms

### 18 Enforceability

If any provision of this wording is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this wording which will remain in full force and effect.

### 19 Sanctions

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Claims Conditions Applying to all Sections

### 1 Notice of Loss

As soon as **You** become aware of any matter that may give rise to a claim under this policy, notice must be given to **Your** broker through whom this policy was arranged as soon as practicably possible and to the police if a crime is suspected. **You** must forward to **Us** any letter, claim or legal document relating to a claim made against **You** as soon as practicably possible. **You** must give **Us** such relevant information and evidence as may reasonably be required and must also co-operate fully in the investigation or adjustment of any claim.

**You** must not admit liability or commence negotiations with any third party without **Our** written consent.

If the claim relates to loss or **Damage** caused by or while in the custody of a third party, **You** must as soon as practicably possible notify them in writing of the loss or **Damage** and of **Our** interest as **Your** insurer.

### 2 Costs and Expenses

Where provision is made in this policy for the insurance of costs and expenses, cover is limited to costs and expenses incurred:

- wholly by **You**;
- solely in defence or mitigation of the relevant claim or liability;
- with **Our** prior written consent;

### 3 Transfer of Ownership

Following payment of the full amount insured for any item, pair or set, title will pass to **Us** and **We** will have the right, but not the obligation, to take possession of the item, pair or set.

### 4 Recovered Property

**You** will have the right to purchase from **Us** any property recovered upon repayment to **Us** of the sums **We** have paid to **You** on **Your** behalf under this policy.



## Claims Conditions Applying to all Sections - Continued

We will notify You by mail at Your last known address of the right to purchase property recovered and You will have 60 days from the date the notice is posted to exercise the right to repurchase.

### 5 Subrogation

We may pursue in Your name, but at Our expense, recovery of any amounts paid or payable under this policy. You shall give Us such assistance as We may reasonably require including Your agreement to commence proceedings. In the Event of a recovery, following subrogation, Our loss (including costs of recovery) will be reimbursed to Us prior to You being paid Your Deductible and any excess.

### 6 Right to settle claims with third parties

1) For claims for property entrusted to You:

We may adjust losses with the owners of lost or damaged property for which You are claiming under this policy. If We pay such owners, such payments will satisfy Your claim against Us for the owners' property. We will not pay the owners more than their financial interest in the covered property or the sum insured in accordance with the applicable basis of Settlement for the claim under Your policy, whichever is the lesser.

2) For liability claims:

We shall have the right at any time to negotiate with any claimant and in the Event that We are able to settle the claim but You wish to continue to defend the claim, You must accept as full and final discharge of all Our liability under this policy (whether then known or unknown) payment to You of the amount We could have paid the claimant to settle the claim and any associated legal costs for which We are already liable at that point.

## General Exclusions Applying to All Sections

This policy does not cover:

1 loss, **Damage** or expense caused by or resulting from:

- i) natural ageing, gradual deterioration, inherent or latent defect, rust or oxidation, moth or vermin, warping or shrinkage, mould, insects, fungus, mildew, corrosion, nature of the subject matter insured;
- ii) aridity, humidity, exposure to light or extremes of temperature unless such loss or **Damage** is caused by storm, frost or fire or another sudden unforeseen **Event**;
- iii) any process or, alteration, refurbishment, dismantling, restoration, decoration, heating, drying, cleaning, washing, or dyeing;
- iv) **Damage** by **Subsidence, Heave, Landslip** or landslide caused by or consisting of:
  - a) the **Settlement** or bedding down of structures which are less than ten (10) years old since completion;
  - b) the **Settlement** or movement of made-up ground which is less than ten (10) years old since completion;
  - c) coastal or river erosion;
  - d) demolition, construction or structural alteration of any property, groundwork or evacuation;
  - e) faulty or inadequate construction, design or workmanship or the use of faulty materials;
- v) a wilful act by You or any person insured under this policy;
- vi) electrical or mechanical fault or breakdown. This exclusion shall not apply to loss or **Damage** resulting from the fault or breakdown other than to the equipment which suffers the breakdown;
- vii) lopping, topping or felling of trees and shrubs;
- viii) rising damp and rot;
- ix) the escape of water from inside tanks, apparatus or pipes unless the temperature of the water inside the **Building(s)** is maintained to at least 5 degrees Celsius or such equipment is drained and shut off at the mains supply to the **Building(s)**;



## General Exclusions Applying to All Sections - Continued

- x) confiscation, nationalisation, requisition or destruction of or **Damage** to the **Building(s)** by or under the order of any government or public or local authority;
  - xi) theft or attempted theft from **Building(s)**, or part thereof, that has been lent or let to someone not insured hereunder unless entry is made using force or violence;
  - xii) misuse of any property insured under this policy.
- 2 loss, **Damage** or expense or liability directly or indirectly arising from, caused or contributed by or happening through or in consequence of:
- i) the corruption, loss or failure of computer data or hardware or software;
  - ii) **War**
  - iii) radioactive, biological or chemical contamination due to or arising from terrorism. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.
  - iv) nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
  - v) seepage, pollution or contamination unless caused by a sudden, identifiable, unintended and unforeseen accident occurring and discovered within 30 days of the accident during the period of insurance;
  - vi) any incident or **Event** which happened prior to the commencement of this policy ;
  - vii) the transmission of any illness, disease or virus;
  - viii) **Building** work with a contract value in excess of EUR 37,500, unless **We** have agreed this in writing;
  - ix) the use, ownership or possession of any livestock or dog proscribed by law;
  - x) Avian Influenza or any mutant variation thereof;
  - xi) theft, fraud or dishonesty committed by: a) any of **Your Household** b) anyone to whom **Your Art** is consigned or otherwise directly or indirectly entrusted or loaned.
- 3 fees and expenses incurred by **You** in the preparation of a claim.
- 4 fines or penalties, punitive or exemplary damages of whatsoever nature.
- 5 the cost of routine maintenance and decoration.
- 6 any claim which is also covered under another policy or would be but for the existence of this policy.
- 7 death or injury to any living creature (except under Section Five).
- 8 items kept **In the Open**, unless specifically declared to **Us** as such and agreed by **Us** at the applicable premium.
- 9 **Damage** at, or in transit to or from, any trade fair unless specifically notified to and agreed by **Us** in advance and detailed in the attached **Schedule**.
- 10 **Damage** to **Contents** in or upon **Unattended Vehicles** except as may be covered under Section One.
- 11 the amount of the **Deductible** stated in the **Schedule** for each and every loss.
- 12 **Damage** to **Insured Property** at a hotel unless kept in the hotel's main safe or in **Your** actual personal possession or that of **Your Employee** or agent.
- 13 mysterious disappearance or unexplained loss.
- 14 **Your** or another party's insolvency, scheme of arrangement or similar arrangement.
- 15 Subject to (i) and (ii) below, loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.



## General Exclusions Applying to All Sections - Continued

Subject always to all the terms and conditions of the policy to which this clause attaches, this insurance covers physical loss or physical damage to the property insured caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

- i) It is understood that this exclusion shall not apply to an otherwise covered **Damage** to the property insured caused by a Targeted Cyber Attack. The burden of proving cover under this write-back shall be on the Insured.

For the purpose of this exclusion, Targeted Cyber Attack means the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system where the motive is to inflict harm solely on (or upon) the Insured or the Insured's property.

- ii) Property insured by this policy does not include electronic data, unless and to the extent that this is expressly stated otherwise elsewhere in this policy.

- 16 Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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



## Section One: Art

We will pay, subject to the applicable **Deductible** stated in the **Schedule**, for **Damage** to the **Art** described in the attached **Schedule** occurring during the **Period of Insurance** while at the **Named Location(s)**, or while removed for a **Temporary** period, and within the **Territorial Limits** stated in the **Schedule**.

Despite General Exclusion 1 iii, if **Your Art** is damaged by a professional Conservator, Restorer or Framer, **We** will pay the cost of repair and any **Depreciation** directly caused by the **Damage**.

### Basis of Settlement for Section One: Art Only

- 1 The basis of valuation for **Settlement** of any total loss covered will be:
  - (i) For **Art** individually listed, the **Agreed Value** shown in the **Agreed Value Schedule**.
  - (ii) For **Art** not individually listed, the **Market Value** immediately prior to the loss.
- 2 In no **Event** will **We** be liable for more than the applicable total sum insured stated in the **Schedule**.
- 3 In the **Event** of partial **Damage** to any **Art**, the amount payable will be the cost of restoration plus any resulting **Depreciation** in value but not exceeding the full insured value of that **Art**, valued as in 1 i. or ii. above as applicable.

Any disagreements as to the **Market Value** or reasonable value are to be resolved in accordance with the Disputes Resolution Clause in the General Conditions to the policy.

### Additional Coverage To Section One: Art (all of which is subject otherwise to the terms of this section and the policy)

#### 1 Emergency Relocation

We will pay the cost of transporting the **Art** to and storing it in an agreed place of secure storage if, the security or safety of the **Named Location** is compromised due to a sudden and unforeseen **Occurrence**. Cover for such transportation and storage is limited to 20% of the total sum insured under this Section One and **We** will not pay for more than 12 months storage.

#### 2 Defective Title

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will reimburse **You** for claims made against **You** arising from **Your** purchase of **Art** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase, of which **You** were not aware and should not have been aware after making reasonable enquiry.

Providing always that:

- i) the purchase was made after the date **You** first insured **Your Art** with **Us** under this policy or a previous policy of which this is a renewal;
- ii) the claim is made against **You** during the **Period of Insurance**;
- iii) **You** do not commence any litigation or other legal process without **Our** written consent and **You** inform **Us** as soon as practicably possible upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **Our** written consent;
- iv) **We** have the right to take over the conduct of the litigation if **We** wish and settle on such terms as the lawyer instructed advises are reasonable;
- v) **You** are required to relinquish possession of the **Art** to another party, **We** will pay the amount that **You** paid to purchase the **Art**;
- vi) if **You** are required to pay damages to another party, **We** will pay the amount of those damages up to the **Market Value** of the item at the time of payment.

**Our** maximum liability including legal costs under this sub section, is EUR 750,000 per claim and in all for each **Period of Insurance**.



## Section Two: Jewellery And/Or Watches

Subject to the applicable **Deductible** stated in the **Schedule**, in the **Event** of **Damage** to **Jewellery and/or Watches** at the **Home(s)** or whilst elsewhere in the world for a **Temporary** period, **We** will pay if an item is lost or beyond **Economic Repair**:

- 1) for **Jewellery and/or Watches** individually specified on any listing attached to the **Schedule**, the value listed or the **Market Value** immediately prior to loss, whichever is the lesser;
- 2) for **Jewellery and/or Watches** not individually listed, the **Market Value** immediately prior to loss.

In the **Event** of partial **Damage** to any **Jewellery and/or Watches** insured, **We** will pay the cost of repair plus any resulting **Depreciation** but not exceeding the full insured value of that item using the basis of **Settlement** set out above. At **Our** option, **We** may arrange the repair.

Any disagreements as to the **Market Value** are to be resolved in accordance with the Disputes Resolution Clause in the General Conditions to the policy.

### **Specific Exclusions to Section Two: Jewellery and/or Watches in Addition to the General Exclusions of the Policy**

We will not pay for **Damage** to **Jewellery and/or Watches**:

- 1) with an individual value of EUR 7,500 or more, unless specified in the listing attached to the **Schedule**;
- 2) from an **Unattended Vehicle**;
- 3) in the possession of students living away from **Home** in rented accommodation;
- 4) with a collective value in excess of EUR 22,500 whilst away from the **Home** unless kept in a safe whilst not being worn.



## Section Three: Buildings

Subject to the applicable **Deductible** stated in the **Schedule**, in the **Event** of **Damage** to **Building(s)** at the **Named Location(s)** listed on the **Schedule** during the **Period of Insurance**, **We** will pay, up to the total sum insured, for the actual costs incurred in rebuilding.

These costs being the reinstatement and/or restoration of the damaged **Building(s)** to a condition substantially the same as but not better or more extensive than the **Building(s)** condition immediately before the **Damage**, providing always that the work is carried out without delay and in any **Event** within one year of the loss or **Damage** occurring. If delay beyond one year is caused by reasons beyond **Your** control **We** will have the option to decide whether to pay the costs.

If **You** wish to have reinstatement and/or restoration with original materials this will be subject to payment of an additional premium at inception of the policy. Where **Damage** is to architectural details which are specified in the **Agreed Value Schedule**, (such as stone carvings, chimney pieces and period panelling), **We** will pay up to this **Agreed Value**.

**We** will also pay, following **Damage** to the **Building(s)** during the **Period of Insurance**:

- 1) Up to 20% of the total sum insured of the **Building(s)** damaged for:
  - i) architects', surveyors', consulting engineers' and legal fees incurred in connection with the rebuilding;
  - ii) dismantling, demolition, debris removal and shoring up costs;
  - iii) the cost of complying with any Government or Local Authority requirement following **Damage**.
- 2) Up to EUR 3,750 for **Damage** to trees, plants and shrubs, other than **Damage** caused by storm, flood, frost, disease, weight of snow, falling trees or branches, or animals.
- 3) Up to 25% of the total sum insured of the **Building(s)** damaged for loss of rent from a rental contract in place prior to the **Damage** for as long as the **Building(s)** remains uninhabitable, subject to a maximum period of 2 years.
- 4) Up to 20% of the **Building(s)** total sum insured for **Fixtures** removed from the **Building(s)** for repair, restoration and / or storage for a maximum period of 90 days.

### Damage by Trespassers

**We** will pay up to 10% of the **Building(s)** total sum insured for the cost of rectifying **Damage** to **Your** land adjoining the **Building(s)** by persons unlawfully trespassing on it.

### Theft of Building Materials

**We** will pay up to 5% of the **Building(s)** total sum insured for theft of newly acquired unfixed Building materials and supplies at the **Building(s)** or on adjacent land solely for the purpose of Building work to the **Building(s)**.

## Specific Exclusions Applicable to Section Three: Buildings in Addition to the General Exclusions to the Policy

**We** will not pay for loss, **Damage**, liability or expenses caused by or resulting from:

- 1 demolition, alteration, extension or repair to the **Building(s)**
- 2 frost, except to fixed tanks, apparatus or pipes
- 3 storm or flood **Damage** to gates and fences
- 4 **Subsidence, Heave** or **Landslip**:
  - i) to solid slabs unless the foundations beneath the external walls of the **Building(s)** are damaged by the same cause at the same time;
  - ii) to domestic fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, colonnades, gates, hedges and fences, unless the **Home** at the insured location is also damaged by the same cause at the same time.



## Section Three: Buildings - Continued

- 5 any explosion of a boiler or other plant not inspected by a Bord Gais registered engineer or an engineer with similar qualifications, within the last year belonging to **You** or under **Your** control, but this exclusion shall not apply to domestic boilers nor to **Damage** by fire resulting from explosion.

## Section Four: Contents

- 1 Subject to the applicable **Deductible** stated in the **Schedule** in the **Event of Damage to Contents** at **Your Home** during the **Period of Insurance** (or elsewhere for a **Temporary** period), **We** will pay the cost of economic repair or, if the **Contents** are lost or beyond economic repair, replacement as new, up to the total sum insured as detailed in the **Schedule**.

**Personal Possessions** with a new replacement value of over EUR 7,500 must be specified on any listing attached to the **Schedule**.

**We** will also pay the cost of **Economic Repair** or, if the **Contents** are lost or beyond **Economic Repair**, replacement as new, following **Damage** to the following:

- i) Guests' **Personal Possessions** brought to **Your Home** that are lost or damaged whilst the guest(s) are in **Your Home**, up to EUR 15,000 per **Period of Insurance**;
- ii) **Jewellery and/or Watches** not specified on any listing attached to the **Schedule**, up to EUR 7,500 in all. Any other **Jewellery and/or Watches** must be insured under Section Two and are not insured under this Section;
- iii) Gold or silver not specified on any listing attached to the **Schedule** and not covered under Section One or Section Two, up to EUR 7,500 per **Period of Insurance**;
- iv) **Specie Collections** with a **Market Value** immediately prior to loss of under EUR 3,750.

- 2 **Trace and Access for Gas, Heating Oil or Water Leak**

**We** will pay the costs incurred to find the point of escape of a gas or heating oil leak within **Your Home**, or of a water leak from **Your** permanent internal plumbing or heating system, which has caused insured **Damage to Your Building(s), Contents or Art**.

- 3 **Loss of gas, metered water or heating oil**

**We** will pay for any loss of metered water or heating oil up to a maximum of EUR 7,500 any one incident and in all during the **Period of Insurance**.

- 4 **Freezer Contents**

**We** will pay for the spoiling of food from a freezer arising from escape of refrigerant fumes, change in temperature or accidental failure of the public electricity supply up to a limit of EUR 3,750 during the **Period of Insurance**.

- 5 **Keys**

**We** will pay for the replacement of keys to external doors, windows, safes or security systems that are lost up to a limit of EUR 3,750 during the **Period of Insurance**.

- 6 **Money**

**We** will pay for physical loss of **Money** held for social or domestic purposes up to EUR 7,500 any one loss.

- 7 **Credit / debit cards**

**We** will pay **Your** liability to a credit or debit card issuer for unauthorised use of **Your** credit / debit card following theft, providing that the police and card issuer are advised within 24 hours of the loss being discovered, the terms and conditions of use have been complied with and the thief is not a member of **Your Household** or insured under this policy. The maximum **We** will pay is EUR 15,000 during the **Period of Insurance**.

- 8 **Pedal cycles**

**We** will pay for **Damage** to pedal cycles, including accessories damaged at the same time, subject to a maximum of EUR 3,000 during the **Period of Insurance**, unless specified in the listing attached to the **Schedule**.





## Section Four: Contents - continued

### 9 Fatal Injury

Should **You** or any member of **Your Household** die within 12 calendar months after being injured by a fire or accident at any of the **Named Location(s)** during the **Period of Insurance**, We will pay EUR 37,500 for each person fatally injured, subject to a maximum of EUR 150,000 during the **Period of Insurance**. This clause is only valid as permitted by law.

### 10 Alternative Accommodation

If **Your Home** insured under this policy is made uninhabitable due to **Damage**, or the local authority prohibits access to **Your Home**, We will pay for;

- i) reasonable alternative accommodation for **You**, other permanent members of **Your Household** and **Your** pets for up to 12 calendar months;
- ii) any rent for the **Home** for up to 12 calendar months for which **You** are liable as occupier.

The maximum We will pay for alternative accommodation is 25% of the total of the sums insured for Section One and Section Four at the particular **Building** that is rendered uninhabitable.

### 11 Losses from Unattended Vehicles

We will pay for losses of **Contents** from **Unattended Vehicles** up to EUR 7,500 each loss and in all for the **Period of Insurance** provided that the vehicle is locked and alarmed.

## Exclusions Applicable to Section Four: Contents in Addition to the General Exclusions to the Policy

We will not pay for:

- 1 loss or **Damage** to **Personal Possessions** with a new replacement value of EUR 7,500 or more, unless specified in the listing attached to the **Schedule**;
- 2 loss or **Damage** to **Jewellery and/or Watches**, **Money** or liability for credit/debit cards in the possession of students living away from **Your Home**;
- 3 pedal cycles or accessories that, at the time of **Damage**, have been lent or hired to someone who is not a member of **Your Household**, nor for **Damage** or theft when left outside the **Building(s)** unless securely attached by appropriate security device(s) to a permanently fixed structure when unattended;
- 4 accidental **Damage** to contact or corneal lenses;
- 5 loss or **Damage** to items insured, or that would have been insured but for the operation of an exclusion or limitation, under Sections One, Two and Three
- 6 the loss of gold or silver, **Jewellery and/or Watches**, **Money** or credit/debit cards from **Unattended Vehicles**.



## Section Five: Liability

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will provide cover up to EUR 7,500,000 any one **Event**:

- 1 against **Your** legal liability as owner or occupier of premises for compensation in respect of
  - i) accidental injury including death, illness and disease to any person;
  - ii) accidental **Damage** to physical property;occurring during the **Period of Insurance** in or about the **Building(s)** at the address(es) specified in the **Schedule**.
- 2 against **Your** legal liability incurred in a personal capacity for compensation in respect of
  - i) accidental injury including death, illness and disease to any person;
  - ii) accidental **Damage** to physical property;occurring during the **Period of Insurance** anywhere in the world, but excluding the United States of America and Canada if **You** have been in either or both of those countries for more than 90 days in total during the 12 calendar months during any **Period of Insurance**.

In respect of an **Event**, all claims shall be deemed to have occurred at the point in time when the first of the claims occurred, provided that any periods of insurance subsequent to the date of **Occurrence** as above shall exclude cover in respect of any claims arising out of such **Event**.

- 3 against legal liability for claimants' costs and expenses in connection with 1 or 2 above incurred with **Our** written consent provided that
  - i) **We** will only cover **You** as owner of premises if **Your Buildings** are also insured under Section Three;
  - ii) **We** will only cover **You** as occupier of premises if **Your Contents** are also insured under Section Four;
  - iii) **We** will only cover **You** in a personal capacity if **Your Contents** are also insured under Section Four.

**Our** liability for all sums payable to **You** under this section shall not exceed EUR 7,500,000 any one **Event**.

Where **We** are liable to reimburse more than one party, the total limit of liability in respect of compensation shall not exceed EUR 7,500,000 any one **Event**.

### Specific Exclusions to Section Five: Liability in Addition to the General Exclusions to the Policy

**We** shall not be liable for any claim under this section:

- 1 for injury including death, illness or disease to **You** or any **Employee** arising out of and in the course of his employment or engagement by **You**;
- 2 arising out of the ownership possession or use by **You** or on **Your** behalf or any person entitled to cover of any
  - i) mechanically propelled vehicle other than legal liability arising out of domestic garden equipment, golf buggies, mobility scooters and invalid carriages;
  - ii) craft designed to travel on or through water, air or space;
- 3 arising out of the ownership occupancy use or possession of any land or **Building** not at the address(es) shown in the **Schedule**;
- 4 arising from any business profession or occupation;
- 5 in respect of **Damage** to physical property owned by **You** or in the care, custody or control of **You** or any **Employee**, other than **Damage to Buildings** for which **You** as tenant are liable to the owner;
- 6 for liability assumed by **You** under agreement where such liability would not have attached in the absence of any agreement;
- 7 for fines penalties or for damages which are only intended to punish **You** or make an example of **You**;
- 8 for claims arising out of a criminal act;
- 9 of whatsoever nature directly or indirectly caused by or contributed by or arising out of HIV (human immune deficiency virus), AIDS (acquired immune deficiency syndrome) AIDS-related complex (ARC) or any related virus or illness.



## Section Five: Liability - continued

### Additional Coverage to Section Five: Liability (all of which is subject otherwise to the terms of this section and the policy)

#### 1 Unrecovered Damages

If **We** cover **Your** personal liability under this section and **You** have not received the full amount of any damages and taxed costs awarded in a judgement by a court in the Republic of Ireland during the **Period of Insurance** for injury including death or disease or **Damage** to physical property within 3 calendar months of the award, **We** will pay **You** the balance, provided that:

- i) **You** would have been insured under this section if the judgement had been made against **You** rather than in **Your** favour;
- ii) there is no appeal outstanding;
- iii) if any payment is made under the terms of this Extension;
- iv) **You** will assign the judgement to **Us**.

#### 2 Liability to Domestic Employees

Despite anything contained herein to the contrary and subject to the applicable **Deductible** stated in the **Schedule**, **We** will provide cover to **You** for all sums **You** become legally liable to pay including costs and expenses **You** incur with **Our** written consent in respect of injury including death, illness and disease caused during the **Period of Insurance** to any domestic **Employee** and arising out of and in the course of their employment by **You** within the Republic of Ireland, provided that any action for compensation is brought against **You** in a Court of Law in the Republic of Ireland.

**Our** liability for sums payable by **You** under this section to any claimant or number of claimants in respect of any one claim or series of claims arising out of one cause including costs and expenses as stated in 1) and 2) shall not exceed EUR 15,000,000.

Where **We** are liable to reimburse more than one party, the total amount of indemnity shall not exceed EUR 15,000,000.

**We** shall not be liable under this sub section in respect of any liability for which compulsory motor insurance or security is required under Section 56 of the Road Traffic Act, 1961 as amended or any other compulsory road traffic act legislation

#### Memorandum to Liability to Domestic Employees Coverage

Despite anything contained herein to the contrary, the cover **We** provide in respect of injury including death, illness, disease to domestic **Employees** directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism**, regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss, shall be EUR 7,500,000 any one claim or series of claims.

#### 3 Other Insurance

If at the time any claim arises under this section there is any other insurance covering the same liability, **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

### Specific Conditions to Section Five: Liability in Addition to the General Conditions of the Policy

#### Conditions of The Policy

##### 1 Reasonable Precautions

**You** at **Your** own expense shall:

- i) take practicable steps to prevent any **Occurrence** which may give rise to liability under this section and to maintain all **Buildings**, furnishings, ways, works, machinery, plant and vehicles in sound condition and to act in accordance with all statutory obligations and regulations;
- ii) as soon as practicably possible after discovery, cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require;



## Section Five: Liability Continued

### 2 Other Insurance

If at the time any claim arises under this section there is any other insurance covering the same liability, **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

## Section Six: Identity Fraud

**We** will pay up to EUR 37,500 in all during the **Period of Insurance** for legal and other extraordinary expenses incurred by **You** with **Our** prior written consent in resolving a situation whereby someone has assumed **Your** identity to obtain **Money** or credit.

Providing that:

- 1 The person assuming **Your** identity was not known to **You**, **Your Household** or a relative of **Yours** prior to the assumption of identity;
- 2 The incident does not arise out of business activities carried out by **You/Your family** or **Your Household**;
- 3 The incident does not involve any fraudulent or criminal act or omission by **You** or any member of **Your family** or **Your Household**.



## Complaints Procedure

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE

20 Gracechurch Street

London

EC3V 0BG

Telephone Number: **+44 (0)20 7743 8487**

E-mail: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

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 **You** remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, **You** 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

Ireland

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

Telephone Number: **+353 1 567 7000**

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>

## Insurance Guarantee Scheme

Depending upon where in the EEA **You** and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. More information on the availability of national insurance guarantee schemes is contained in the paper prepared by the European Insurance and Occupational Pensions Authority dated July 2018: [https://eiopa.europa.eu/Publications/Consultations/EIOPA-CP-18-003\\_Discussion\\_paper\\_on\\_resolution\\_funding%20and.pdf](https://eiopa.europa.eu/Publications/Consultations/EIOPA-CP-18-003_Discussion_paper_on_resolution_funding%20and.pdf).



[axaxl.com](http://axaxl.com)

Art & Household Policy (Ireland)  
from XL Insurance Company SE  
in association with:

Connoisseur Underwriting  
South House 21 - 37 South Street  
Dorking, Surrey RH4 2JZ  
Tel: 01306 740 555