

Private Residence by Hiscox  
General terms and conditions





## Introduction

I am so glad that you have chosen Hiscox to protect your property.

As an insurer, we take our responsibility very seriously. I sincerely hope that you will never have to experience property loss, damage or theft. However, if you do, rest assured that we will do our best to ensure you're fully covered.

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

**Robert Childs**  
Chairman

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The words and expressions in bold are defined in the glossary included in these general terms and conditions.

## 1. What are your obligations?

### 1.1 Disclosing the risk and changes in circumstances

In agreeing this policy, **we** have relied on the information **you** have provided to **us**. **We** therefore agree to cover the risk to the extent it is known to **us**.

However, if during the policy, changes (extension, alteration works, conversions, purchases, new installations, etc.) or events arise that may increase the risk of the insured event occurring in a significant and lasting manner (a change of allocation, for example), **you** must disclose these to **us** immediately.

**You** must send **us**, in advance, for review and potential acceptance, any waivers of recourse that **you** have agreed, and notify **us** of whether **you** have agreed a mortgage loan for the purchase of the insured property.

**You** must also disclose to **us**, at any time, other insurance policies **you** have taken out to cover Your property or your **liability** in relation to the **designated building** and **garden**.

If **you** transfer insured movable property, the policy will end as soon as that property is no longer in your possession. If **you** transfer insured immovable property, the policy will end no later than three months after the date of signing the official deed. In the meantime, **you** and the person to whom **you** have transferred the immovable property will have the status of policyholders, provided the purchaser is not covered by another policy, and provided they waive their recourse against **you**.

### 1.2 Paying the premium

Under the terms agreed, **you** must pay the sums that **we** or your broker request from **you** in a payment notice or renewal notice. Failing this, **we** may suspend the policy's cover 15 days after serving **you** formal notification. When **we** have suspended coverage, **we** may terminate the policy if **we** have allowed for this possibility in the formal notification. In this instance, termination will take effect at the end of a 15-day period after the first day of the suspension.

### 1.3 Preventing and mitigating incidents

**You** are responsible for taking preventive and protective measures in relation to the insured property as required under the policy, failing which **we** reserve the right to refuse cover.

### 1.4 Information and co-operation in the event of a claim

Where an **incident** occurs that affects your property insured under this policy, or which affects your **liability** in relation to the **designated building** and **garden**, **you** must notify **us** as soon as possible, and no later than eight days after its occurrence or from the time **you** become aware of it.

If your insured property is affected, to **us**, information and co-operation means that:

- **you** will immediately take all reasonable measures to prevent and mitigate the consequences of the **incident**;
- **you** will promptly notify the public authorities concerned; in the event of loss or theft, **you** will file a complaint with the police authorities and send **us** a copy of the corresponding police report, and **you** will request a freezing order where applicable (for theft of cheques, credit/debit cards etc.), all within 24 hours of becoming aware of the facts;
- **you** will inform **us** in writing as soon as possible of the date and time of the **incident**, its circumstances and its known, or suspected, causes;
- **you** will allow **us** to visit the site of the **incident** to observe and assess the damage;
- **you** will provide **us**, as soon as possible, with a detailed estimate (which **you** will certify as being truthful and accurate) of the damage and the value of the insured property; **you** will also specify the identity of the owners, if is not yourself to **us**;
- **you** will not abandon any of the insured property and will ensure all damaged items are made available to **us** until the expert assessor's report has been completed;
- except where necessary, **you** will not make any changes to the affected property that may make it impossible or more difficult to determine the causes of the **incident** or to estimate the damage;
- **you** will inform **us** of any cover taken out with other insurers that cover the **designated building** and the **contents**, including 'cyber protection' or cover for **valuables**, works of fine art and **collectors' items**, whether or not they are included in an **inventory**, as well as for the coverage of your online reputation and **identity theft**;

## 1. What are your obligations?

— **you** will not do anything that may hinder any recourse that **we** may have against any person responsible for the damage.

If your insured **liability** in relation to the **designated building** and **garden** is invoked, information and co-operation also means:

- **you** will send **us** any judicial or extrajudicial documents as soon as they have been notified, served or sent to **you**;
- **you** will appear at hearings and perform the procedural deeds that **we** request of **you**; **we** will retain conduct of disputes concerning civil claims and any negotiations with third parties, and the possibility of voluntarily joining civil or criminal proceedings;
- **you** will refrain from acknowledging any liability, from reaching agreements, offering to settle or settling the damage (which does not prevent **you** from providing medical or material assistance to a victim, or from simply acknowledging the facts).

## 2. What are our obligations?

### 2.1 Key principles of our policy and general exclusions

#### 2.1.1 Our cover is based on the following principles:

- within the limitations of the policy, the cover is granted to **incidents** affecting the **designated building** and its **contents**, including ‘cyber protection’, **valuables**, works of **fine art** and **collectors’ items**, included in an **inventory**, your online reputation, **identity theft** or your **liability** in relation to the **designated building** and **garden**, with the exception of excluded damage;
- **you** are covered according to the sums insured as stated in the **special conditions**, subject to the limitations or sub-limitations (non-indexed) provided for in the general terms and conditions;
- **you** are covered if the **claim** arises during the term of the policy, unless cover has been suspended due to non-payment of the premium;
- **you** are covered, with no **excess**, according to the sums insured where the damage affects your **valuables**, works of **fine art** and/or **collectors’ items** included in an **inventory**. For any damage affecting another item of property, or which relates to your online reputation or the **theft** of your **identity**, payment by **us** will be subject to the deduction of a non-indexed **excess** of EUR 1,000 as stated in the **special conditions**. This deduction of **excess** is also applicable with regards to the sub-limits set out in the general terms and conditions. Where the insured event exceeds a cost of EUR 1,000, the **excess** will not apply. If **you** have opted for a non-indexed **excess** that exceeds EUR 1,000, the latter will always apply. **You** will only benefit from the sums insured, including the sub-limits stipulated in the general terms and conditions, once per claim, regardless of the number of policies **you** have taken out with **us**;
- for your insured property, **you** are covered without being subject to proportional reduction of the benefit in the event of underinsurance;
- **we** will pay for reasonably incurred retrieval costs to prevent, stop or limit an **incident**, including the costs of conserving the insured and retrieved property, according to the total sum insured;
- **we** will pay for the costs and fees of the counter-expert approved by **us**, or by a recognised trade association designated by **you**, to assess the **material damage** caused to the **designated building** or to the **contents** by an insured event. The reimbursement may not exceed the amounts set out in the table shown below. This clause does not apply to **valuables**, **works or fine art** and/or **collectors’ items** included in an **inventory**.

Payment	Schedule according to the Abex 858 index
Less than EUR 4.000	5%
EUR 4,001-15,000	EUR 300 + 3.5% for the proportion above EUR 4,001
EUR 15,001-45,000	EUR 800 + 3% for the proportion above EUR 15,001
EUR 45,001-135,000	EUR 2,000 + 2.5% for the proportion above EUR 45,001
EUR 135,001-270,000	EUR 5,750 + 2% for the proportion above EUR 135,001
Over EUR 270,000	EUR 10,000 + 1% for the proportion above EUR 270,000, with a maximum of EUR 25,000

## 2. What are our obligations?

### 2.1.2 Exclusions applicable to all cover.

We will not cover:

- a. any damage caused intentionally by **you**;
- b. any damage directly or indirectly resulting:
  - from war or similar acts, or from civil war or similar events;
  - from confiscation, compulsory purchase, nationalisation or requisition;
  - from any nuclear radiation or reaction, or from any radioactive contamination.
- c. the proportion of the damage directly or indirectly resulting from an act of nuclear, bacteriological or chemical (NBC) **terrorism (terrorism within the meaning of Article 2 of the law of 1 April 2007 on insurance against damage caused by terrorism)** exceeding EUR 1,280,425,326 must be shared between TRIP (**terrorism** reinsurance and insurance pool) members. This amount is indexed annually by the TRIP non-profit organisation (ASBL) on the basis of the December 2005 index.
- d. damage, loss, injury, **liability**, costs, fees or any direct or indirect consequence caused by, arising from, or connected with a known or potential **communicable disease**, or the fear or threat of such a **communicable disease**, as well as any action taken to limit or prevent the impact of such a **communicable disease**.

### 2.2 Cover and exclusions specific to each benefit

#### 2.2.1 The designated building.

##### 2.2.1.1 Cover of the designated building.

We will cover the building designated in the **special conditions** against **material damage**.

If **you** move home, **you** must inform **us** as soon as possible. If **you** move within Belgium, **we** undertake to automatically extend the policy to your new address for a period of 90 days as from the date of your relocation, provided **you** are not insured elsewhere.

Our supplementary cover:

##### a. **garden**:

**we** undertake to indemnify **you** for **material damage** caused to the **garden** as a result of a fire, lightning, explosion, theft, act of vandalism, debris falling from aircraft navigation equipment or from a storm.

**We** will indemnify this damage at the **market value** up to a maximum of EUR 25,000 (non-indexed) per claim. In the event of a storm, **we** will limit our payment to a maximum of EUR 12,500 (non-indexed).

The two limits referred to above include the costs of clearing and demolition, and a maximum limit of EUR 1,250 (non-indexed) per tree, shrub or plant, if replanting is required after the **incident**.

##### b. replacement of locks and keys:

if the keys to the **designated building** or safe box are lost or stolen, **we** will pay the cost of replacing the locks and keys with no **excess**.

##### c. costs of researching and remedying the cause of gas and water leaks:

**we** undertake to pay the costs of researching and remedying the cause of leaks from water/gas pipes, including the costs of opening and sealing walls, floors and ceilings up to a maximum of EUR 15,000 (non-indexed) per claim. Research costs are paid with no **excess**. In the event of an **incident** that is not covered, **we** will only indemnify – with no **excess** – research costs up to a maximum of EUR 2,500 (non-indexed).

##### d. replacement of glass panes that have become opaque:

If glass panes become opaque, **we** undertake to pay for replacement of the panes that have become opaque, provided the glazing is less than 20 years old and after the guarantee has expired.

## 2. What are our obligations?

e. forced evacuation:

in the event that the **designated building** cannot be inhabited due to a prohibition issued by the authorities following the occurrence of an **incident** affecting a neighbouring dwelling (provided the **incident** is covered under our policy if it affected the **designated building**), **we** will cover, for 30 days as from the date of forced evacuation, the costs **you** have had to incur in seeking similar, alternative accommodation, as well as actual rental losses **you** have incurred, up to a maximum of EUR 250,000 (non-indexed) for risks outside Belgian or Luxembourg territory.

Extension of cover of certain costs, in connection with an **insured event**:

a. relocation and loss of rental costs:

**we** undertake to pay, for a maximum period of three years during which the **designated building** is rendered unusable due to repairs or reconstruction work, or pending a replacement:

- your actual costs incurred in seeking similar alternative accommodation; or
- actual rental losses **you** have incurred;
- indemnification for the costs of relocation and loss of rental is limited to a maximum of EUR 250,000 (non-indexed) for risks outside Belgian or Luxembourg territory.

b. costs of refurbishment and safekeeping:

**we** undertake to pay for the costs of refurbishment and safekeeping for the **designated building** that become necessary due to the damage caused by emergency service intervention.

c. costs of excavation, recycling and demolition:

**we** undertake to pay the costs of demolition, excavation, and the costs of removing and recycling debris from the **designated building**, up to a maximum of 10% of the sum insured shown in the **special conditions** for the **designated building**, and per **claim**.

d. costs of stabilisation:

**we** undertake to pay the costs of excavation, earthworks and/or land stabilisation required to repair and reconstruct the **designated building**.

e. costs of compliance:

de wetgeving en de reglementeringen die in voege zijn op de dag van het **schadegeval**, met inbegrip van de kosten om het **omschreven gebouw** opnieuw in zijn oorspronkelijke staat te herstellen, en dit voor zover dit gebouw wettelijk conform was op het ogenblik van de bouw van het **omschreven gebouw** en dat **u** dit gebouw op dezelfde plek herstelt of wederopbouwt. Deze vergoeding is beperkt tot 10% van het in de **bijzondere voorwaarden** vermelde verzekerd bedrag voor het **omschreven gebouw** met een maximum van 250.000 EUR (niet geïndexeerd) per **schadegeval**.

f. additional costs for the use of environmentally-friendly materials and technologies:

**we** undertake to pay up to 10% of the sum insured stated in the **special conditions** for the **designated building**, up to a maximum of EUR 100,000 (non-indexed per **claim** where **you** choose, during reconstruction or repair of the **designated building** following an **insured event**, to use environmentally-friendly materials and/or technologies. Indemnities and other compensation granted by the authorities and/or by a supplier will be deducted from this payment.

## 2. What are our obligations?

### g. travel costs:

**we** undertake to pay the costs of travel or accommodation that **you** have had to incur as a result of an **incident** affecting the **designated building** and which required **you** to travel there. In this instance, **we** will limit our payment to a maximum of EUR 10,000 (non-indexed) per claim.

### 2.2.1.2 Exclusions specific to the cover of the **designated building**.

**We** will not cover:

- a. any damage to a building still under construction;
- b. any damage caused by land subsidence affecting the **designated building**, except as a result of a natural disaster within the meaning of article 124 of the insurance law, and within Belgian territory;
- c. any damage caused by your domestic pets;
- d. any damage directly or indirectly resulting:
  - from any deterioration caused by wear and tear, by rust, oxidation, rot, fungi or mould (except as a result of an insured water damage event), insects, warping or any distortion or shrinkage, or from the use of defective materials or parts;
  - from any deterioration caused by drought, moisture, changes in humidity or temperature or by exposure to light;
  - from any construction, demolition, repair or restoration operation; however, during the period in which works costing less than EUR 250,000 are undertaken, **we** will cover damage caused by a fire or explosion. Storm damage is also covered in this instance, where the **designated building** is completely impermeable to wind and rain;
  - from any gradual deterioration, including gradual deterioration caused by smoke or by rising damp;
  - from an inherent defect, hidden defects or improper use;
  - from a lack of essential maintenance or repairs, or obvious negligence on your part;
  - from any pollution or contamination, subject to the additional 'liquids for domestic use' clause provided for in article 2.2.2;
- e. from malfunctions or breakdowns of mechanical, electrical or electronic components, unless they are the result of an **accidental** event external to the object itself;
- f. from theft, attempted theft or vandalism committed by members of your family who live with **you**;
- g. in the case of water damage, from any damage directly or indirectly caused by:
  - pressure, leaks or groundwater infiltration;
  - from freezing or thawing, unless **you** have drained the hydraulic installations or maintained a heating system before a prolonged absence of 60 days or more. This exclusion nevertheless applies to swimming pools in all instances;
- h. any damage where the **designated building** is empty and uninhabited, unless the damage was caused by a fire, an explosion, lightning or debris falling from aircraft navigation equipment.

### 2.2.2 Contents.

#### 2.2.2.1 Cover for contents.

**We** will cover your **contents** against **material damage** anywhere in the world.

However:

- with regards to your **contents**, your **personal effects** are covered up to a maximum

## 2. What are our obligations?

of EUR 30,000 (non-indexed) where the **incident** occurred at a location other than the address of the **designated building**;

- within the limits of the sum insured, as stated in the **special conditions** for **contents, works of fine art and collectors' items** that are not listed in an **inventory** are covered up to a maximum of EUR 30,000 (non-indexed) per item. For **valuables** that are not included in an **inventory**, these are covered up to a maximum of EUR 30,000 (non-indexed) per **claim** when stored in a **safe deposit box**, or EUR 9,000 (non-indexed) per **claim** when not stored in a **safe deposit box**.

The following **contents** are subject to specific sub-limits:

- a. furniture, statues and ornaments kept in the open air:

furniture, statues and ornaments kept in the open air are covered up to a maximum of EUR 30,000 (non-indexed) per **claim**.

- b. **securities**:

**we** will cover **claims** involving **securities** up to a maximum of EUR 3,000 (non-indexed) per **claim**.

- c. goods purchased on the internet:

**we** will cover damage suffered as a result of the non-receipt of goods ordered and already paid for via the Internet, or as a result of loss or theft during transport, or in the event of fraud by the vendor, up to a maximum of EUR 5,000 (non-indexed) per **claim**, and provided **you** were not offered to have such goods resent or granted indemnification in any form by the supplier, carrier or banking or credit institution.

Our supplementary cover:

- a. property entrusted to you, or belonging to, by guests or by domestic staff:

**we** will pay for **material damage** caused to **contents** entrusted to **you** in any capacity, or which belongs to people temporarily staying with **you**, up to a maximum of EUR 15,000 (non-indexed) per **claim**. **Valuables, works of fine art and collectors' items** and **securities** are excluded.

- b. liquids for domestic use:

**we** will pay the costs of replacing liquids for domestic use that are lost following an **accidental** leak from a fixed installation in the **designated building**, and costs relating to the decontamination of your polluted land, up to a maximum of EUR 15,000 (non-indexed) per **claim**.

- c. hole in one:

if, during an official golf tournament, **you** perform a 'hole in one', **we** will reimburse **you** for the costs incurred in organising the usual festivities, up to a maximum of EUR 2,500 (non-indexed) per insurance year and without applying the **excess**.

Extension of cover to certain costs, in connection with an **insured event**:

- a. recovery costs in the event of an **insured event**:

**we** will pay the costs of research and studies incurred in repairing books, non-electronic documents and personal archives located in the **designated building**, up to a maximum of EUR 10,000 (non-indexed) per **claim**.

- b. travel costs:

**we** undertake to pay any travel or subsistence expenses that **you** have had to incur as a result of an **incident** affecting the insured **contents**, and as a result of which **you** are required to go to the address of the **designated building**. In this instance, **we** will limit our payment to a maximum of EUR 10,000 (non-indexed) per **claim**.

## 2. What are our obligations?

### 2.2.3 Valuables, works of fine art and collectors' items included in an inventory.

#### 2.2.3.1 Cover of valuables, works of fine art and collectors' items included in an inventory.

**Valuables, works of fine art and collectors' items** included in an inventory will be covered for **material damage** anywhere in the world, at an **agreed value**, up to the sum insured referred to in the **special conditions**.

Indemnification for the loss or theft of **jewellery** and watches is limited to EUR 50,000 (non-indexed) per claim. This sub-limit will be removed if the insured items are:

- worn by you; or
- placed in hand luggage or a handbag that remains in constant physical contact with you;
- locked in a safety deposit box in the home you are staying in, in the main safe of a hotel or in the safe of a bank.

Our supplementary cover:

#### a. new acquisitions:

**you** must report any new acquisitions to **us** within three months of **you** making them. They will be automatically covered up to a maximum of 20% of the sum insured per item category. **You** will be asked to pay an adjusted premium.

#### 2.2.3.2 Exclusions specific to the **contents** cover and to cover for **valuables, works of fine art and collectors' items** included in an **inventory**.

**We** will not cover:

#### a. any damage directly or indirectly resulting:

- from repair, restoration, calibration or other similar operation carried-out by a professional;
- from any deterioration caused by wear and tear, by rust, oxidation, rot, fungi or mould (except as a result of an insured water damage event), insects, warping or any distortion or shrinkage, or from the use of defective materials or parts;
- from any deterioration caused by drought, moisture, changes in humidity or temperature or by exposure to light;
- from any gradual deterioration, including gradual deterioration caused by smoke or by rising damp;
- from an inherent defect, hidden defects or improper use;
- from a lack of essential maintenance or repairs, or obvious negligence on your part;
- from any pollution or contamination;
- in the case of wine and spirits, from porosity, **accidental** leakage or the natural loss of **contents**, as well as from an inherent defect in corking or capping, or damage due to climatic conditions;

#### b. from any damage occurring during transport, where this results from deficient or poor packing or packaging;

#### c. from theft of the **contents** or **valuables** and **works of fine art and collectors' items** included in an **inventory** transported in a vehicle left unattended, where the items are visible from the outside of the vehicle;

#### d. in the case of water damage, from any damage directly or indirectly caused:

- by pressure, leaks or groundwater infiltration;
- by freezing or thawing, unless **you** have drained the hydraulic installations or maintained a heating system before a prolonged absence of 60 days or more. This exclusion, however, applies to swimming pools in all instances;

## 2. What are our obligations?

- e. by malfunctions or breakdowns of mechanical, electrical or electronic components, unless they are the result of an **accidental** event external to the object itself;
- f. by theft, attempted theft or vandalism committed by members of your family who live with **you**;
- g. by any damage caused by your domestic pets;
- h. by theft or loss of **securities** constituting 'cryptocurrencies'.

## 2. What are our obligations?

### 2.2.4 Your liability in relation to the designated building and garden.

#### 2.2.4.1 Cover for your liability in relation to the designated building and garden.

Under this policy, in the event of a request for compensation made by a third party in which your **liability** for the **designated building** and **garden** is implicated and demonstrated, **we** will cover the costs of your defence, conduct civil proceedings and freely exercise all legal remedies. However, where **you** are summonsed as a defendant in criminal proceedings, **we** may only exercise such remedies with your consent.

If your **liability** has been established, our cover will, per **claim**, be limited to a maximum of EUR 26,581,625 (indexed to the consumer price index (**CPI**), under article 5 of the Royal Decree of 24 December 1992 governing insurance against fire and other hazards, in respect of ordinary risks) for **personal injury**, and EUR 1,329,080 (indexed to the **CPI**) for **material damage**.

**We** alone have the right, within the limits of our cover, to reach an agreement with the injured persons.

Our supplementary cover:

a. property rented for a limited period:

in the event of a claim for compensation made by a third party in which your civil **liability** is implicated and demonstrated, in your capacity as a tenant or occupant, **we** undertake, in the case of an **insured event**, to pay for **material damage** caused to the property (and its **contents**), including holiday properties, tents and party venues that **you** hire for a maximum period of 90 days, as well as property belonging to third parties staying in that property.

**We** will indemnify **you** at **actual cash value** up to a maximum of EUR 1,329,080 (indexed to the **CPI**) per claim, provided this risk is not insured elsewhere.

b. property rented for studies:

in the event of a claim for compensation made by a third party in which the civil **liability** of your children is implicated and demonstrated, in their capacity as tenants or occupants, **we** undertake, in the case of an **insured event**, to pay for **material damage** caused to the accommodation (and its **contents**) caused by your children in connection with their studies, and to property belonging to third parties staying in that accommodation.

**We** will indemnify **you** at **actual cash value** up to a maximum of EUR 1,329,080 (indexed to the **CPI**) per claim.

This cover will take effect provided your **liability** is not covered by another policy.

c. action by tenants or occupants:

**we** will cover any potential **liability** **you** may have for any **material damage** caused by an **insured event** to movable property belonging to your tenants, where such damage results from a construction defect or lack of maintenance.

**We** will indemnify **you** at **actual cash value** up to a maximum of EUR 1,329,080 (indexed to the **CPI**) per claim.

## 2. What are our obligations?

### 2.2.4.2 Exclusions specific to cover for your liability in relation to the designated building and garden.

Subject to the application of additional cover, we will not cover the following:

- a. any **personal injury** suffered by you or by a **policyholder**;
- b. any **material damage** to any property owned by you or a **policyholder**, or whose custody or use has been entrusted to you by a third party, or has been entrusted to the custody or use of a **policyholder**;
- c. any damage implicating your civil **liability** subject to compulsory insurance;
- d. any fine or penalty of any kind whatsoever;
- e. any damage directly or indirectly resulting:
  - from professional activity of any kind from which you derive income;
  - non-accidental pollution.

### 2.2.5 Cyber protection for the designated building and contents, online reputation and identity theft.

#### 2.2.5.1 Cyber protection.

We will cover any **material damage** affecting the **designated building** and its **contents** resulting from a **fault** in your **computer system** or a **cyber-attack** that causes an **insured event**. In this scenario, we will also cover consequential immaterial damage consisting of the costs incurred in recovering lost or stolen electronic data, up to a maximum of EUR 15,000 (non-indexed), and the costs relating to restoring your computer system.

Subject to the possible application of additional cover, we will not cover damage, loss, your **liability** or costs resulting directly or indirectly and exclusively from a **fault** in your **computer system** or from a **cyber-attack** where this has not caused an **insured event**. This includes, but is not limited to:

- any damage consisting of a loss of confidentiality, integrity and availability of a computer system;
- any damage consisting of a loss of confidentiality, integrity and availability of any data, electronic files, information, software or firmware within a computer system, whether or not it belongs to you;
- theft or loss of **securities**.

#### 2.2.5.2 Online reputation.

Where your reputation or credibility have recently been impacted as a direct result of the circulation of defamatory, harmful or illicit remarks without your consent, relating to your private life, we will pay towards enforcing your rights. We will indemnify you up to a maximum of EUR 5,000 (non-indexed) per **claim** and per year of insurance for the costs and fees of an expert that we appoint in order to obscure information that has damaged your reputation and to rebuild your reputation (credibility/private life), provided the **claim** is declared to us within six months, and provided the costs are incurred during that period. In any event, our involvement will constitute a best endeavours obligation, rather than an absolute obligation. This benefit will not cover violations relating to your professional activities.

#### 2.2.5.3 Identity theft.

We will indemnify you up to a maximum of EUR 12,500 (non-indexed) per **claim** for the following reasonable and necessary costs that you have had to incur solely due to the **theft of your identity**:

- defence costs in the event of action taken against you by a financial institution, to set aside an incorrect ruling, to challenge a decision relating to the granting of credit, or to certify your signature;

## 2. What are our obligations?

- the cost of sending letters by registered post and of telephone calls to the police, to financial institutions and credit agencies;
- fees or charges billed to **you** when reapplying for a loan, where your application was previously rejected;
- your loss of income resulting from time off that **you** have had to take to speak to police, financial institutions or credit agencies.

**We** will not indemnify **you** for **identity theft** in connection with your professional activities.

### 2.3 Keeping you informed **We** undertake to keep you informed:

- about your rights in the event that the conditions of insurance change; except in the case of a change in risk, **we** undertake not to modify the general terms and conditions to your disadvantage during the lifetime of the policy;
- about the processing and follow-up of your case in the event of a **claim**.

### 2.4 Action in the event of a claim **We** undertake to:

- assess the damage in the event of a **claim**;
- pay out for an **insured event** as promptly as possible;
- repair, refund or replace damaged items.

Under the following conditions:

#### 2.4.1 Assessment of the damage.

##### 2.4.1.1 In relation to the **designated building**.

Unless otherwise agreed, **we** will pay, per claim, the **replacement cost** on the day of the **claim**, up to a maximum of 150% of the sum insured for the **designated building**. **We** reserve the right to pay the indemnity as the **designated building** is being rebuilt or repaired.

##### 2.4.1.2 In relation to **contents**:

- in the event of total loss, **we** will indemnify **you**, unless otherwise agreed, at the **replacement cost**;
- in the event of partial loss, **we** will indemnify **you** for the costs relating to the repair of the items if these costs are lower than the **market value**. In other instances, **we** will indemnify **you** based on the latter value.

##### 2.4.1.3 In relation to **valuables, works of fine art and collectors' items**.

###### a. **Valuables, works of fine art and collectors' items** not included in an **inventory**:

- in the event of total loss, up to the sums insured and the sub-limits established in the policy, **we** will indemnify **you** on the basis of their **market value**. However, in the case of **jewellery** or watches **we** reserve the right to arrange for their replacement;
- in the event of partial loss, within the limits of the sums insured and the sub-limits established in the policy, **we** will indemnify **you** for the costs required to restore the items, including any depreciation discovered after their repair, if these costs are lower than their **market value**. In other instances, **we** will indemnify **you** based on the latter value.

###### b. **Valuables, works of fine art and collectors' items** included in an **inventory**:

- in the event of total loss, **we** will indemnify **you** on the basis of the **agreed value** per item. However, in the case of **jewellery** or watches **we** reserve the right to arrange for their replacement;
- in the event of partial loss, **we** will indemnify **you** for the costs required to restore the items, including any depreciation discovered after their repair, if these costs are lower than the **agreed value**. In other instances, **we** will indemnify **you** based on the latter value;

## 2. What are our obligations?

— in the case of loss of an object that is part of a pair, a set or a collection, **you** will have the following choices:

- the benefit paid will be equal to the insured value for the pair, set or collection, divided by the number of items;
- or **you** can return to **us** what remains of the pair, set or collection and **we** will pay up to the total value of the pair, set or collection in question.

### 2.4.1.4 With regards to your civil liability in relation to the **designated building and garden**.

**We** will indemnify **you**, after applying the **excess**, for damage for which **you** are held liable, within the limits of the cover and the statutory limitation periods, and subject to the relevant exclusions.

### 2.4.1.5 With regards to taxes.

VAT will only be covered on presentation of the original invoices relating to the remedying of the **insured event**, and to the extent that indemnification is accepted, and where proof of payment and of no further action is provided.

Subject to compensable VAT, all taxes of any kind, and in any form or denomination whatsoever, remain payable by **you**. **We** will not therefore pay out indemnification for taxes, levies, charges and/or contributions after the agreed indemnification.

### 2.4.2 Payment of the benefit.

Except in the event of an **incident** affecting the **designated building**, provided **you** have complied with your obligations, and in the absence of dispute, **we** undertake to settle the benefit payment within ten working days of receipt, at our offices, of your agreement with our payment proposal.

Beyond this ten-day period, and for benefits exceeding EUR 5,000, **we** will pay late payment interest – for bank accounts in Belgium – in proportion to the number of days of delay, at the rate set by the National Bank of Belgium.

If **you** have not complied with all your obligations set out in this policy, the deadlines set out above will only begin to run on the day after the day on which **you** have fulfilled these obligations.

### 2.4.3 Expert opinion.

If **you** and **we** do not agree on the assessment of the benefit to be paid, the benefit will be estimated jointly by two experts; one appointed by **you** and the other by **us**. In the event that the two experts cannot agree, a third expert will be added. The three experts will confer and decide by majority vote. If one of the parties does not appoint their expert, or if the two experts do not agree on the choice of the third expert, this appointment will be made, at the request of the first party to take action, by the president of the court of first instance in whose jurisdiction your registered address is located. If a third expert is appointed, payment of their fees and costs, together with the costs of their appointment, will be shared equally.

Experts will be exempt from all formal procedures. Their decision will be final and irrevocable.

**We** will cover the costs of your expert's fees and charges within the limits indicated above (see chapter 2.1.1 'Key principles'). If necessary, each will bear their share of the costs and fees of the third expert.

## 2. What are our obligations?

### 2.4.4 Subrogation.

After paying the benefit to the **policyholder** or third party, **we** may take action on your behalf against third parties responsible for the damage, within the limits of what **we** have paid. **We** undertake not to prejudice your right to claim the part of the damage for which **you** have not been indemnified.

### 2.4.5 Recovered property.

If a lost or stolen item is recovered, **you** must notify **us** by registered letter. Before paying the benefit, **you** must take possession of that item.

After the benefit has been paid, the items claimed will belong to **us**. **You** have the option of retaking possession by reimbursing the costs of the benefit, less the costs of repair and recovery.

**You** must inform **us** about your decision within three months, as soon as the property has been paid for in full and is free of any encumbrances. Failing this, **we** will automatically remain its owners. **We** will indemnify **you** for the reasonable costs **you** have incurred in recovering the property.

**2.5 Adjusting the premium** If the risk decreases in a significant and lasting way, and these new circumstances justify more advantageous policy conditions, **we** will propose a reduction in the corresponding premium as from the time **you** notify **us** of this change. If the risk increases during the policy and **we** agree to cover the additional risk, the premium will be adjusted, in principle, to the conditions in force at that time.

**2.6 Adjusting the policy** Where the risk of the **insured event** occurring has increased in such a way that, if the increased risk had not existed at the time of taking out the policy, **we** would have granted the insurance under different conditions, **we** will be required to propose to **you** an amendment of the policy within one month of the date **we** become aware of the increased risk, and with retroactive effect back-dated to the date of the increased risk.

If **we** provide evidence that **we** would never have insured the increased risk, **we** may terminate the policy within the same period.

If the proposed amendment to the insurance policy is rejected by the policyholder or if, after a period of one month from receipt of this proposal, the policyholder has not accepted it, **we** may terminate the policy within 15 days.

### 2.7 Waiver of certain remedies

**We** waive any remedy against:

- **you**, for damage caused to the insured property on behalf of and for the benefit of third parties;
- owners without usufruct and life tenants insured jointly under this policy;
- co-owners insured jointly under this policy;
- your descendants, ascendants, your spouse, your direct line relatives or a member of your staff and persons living in your household.

The waiver of remedy instances referred to above will have no effect:

- in the event of malicious intent;
- to the extent that the person liable has taken out **liability** insurance.

### 3. What is the scope of the policy?

#### 3.1 The term of the policy and the cover

The policy is complete once signed by **you** and by **us**. It is agreed for one year, automatically renewing at each annual renewal date for the same period. At least three months before the policy's renewal date, **you** and **we** may object to its automatic renewal by registered letter. The notice period will run from the day after that letter has been deposited. Termination will only take effect one month after that date.

The policy will take effect on the date of payment of the first premium. The cover will take effect at 24:00 hours. The policy will end at 24:00 hours.

**You** may terminate the policy with immediate effect within 14 days of agreeing the policy, or within 14 days of the date **you** received the policy, whichever comes later. **We** have the same right, subject to eight days' notice.

If **we** believe that **we** are no longer able to cover the risk after a **claim** has been declared, **we** reserve the right to terminate the policy no later than one month after payment of the benefit or after refusing cover.

**You** may exercise the same right after each **claim**, no later than one month after the **claim** has been paid or declined.

#### 3.2 Adjusting the sums insured and the tariff

Your policy is protected against inflation. The sums insured and the premium will change each year at the renewal date depending on the difference between the index at the renewal date and the index at the start of the policy, as stated in the **special conditions**.

With the exception of the sub-limits set out in the general terms and conditions, which are not indexed, sums that are not subject to any reference rate in these general terms and conditions are set at the **ABEX 858** index of January 2021.

Sums that are subject to the **CPI** reference rate, under these same general terms and conditions, are subject to the 256.58 index (1981 basis) of the consumer price index of January 2021.

If, however, **we** have agreed upon an **agreed value**, the sums will remain unchanged.

Change in tariff

**We** may need to amend the premium or the **excess**. In this instance, **we** will inform **you** within four months of the renewal date. If **you** do not agree with the change, **you** may terminate the policy within three months of this notification, and the termination will take place at the next renewal date.

#### 3.3 What happens to a claim if you do not comply with your obligations?

In the event of a **claim**, **we** reserve the right to reduce our provision in proportion to any loss **we** have incurred or, as the case may be, to refuse cover.

#### 3.4 The rules of law governing our policy and the competent courts in the event of a dispute

Unless otherwise agreed, this policy is subject to Belgian law. Disputes relating to this policy are subject to the jurisdiction of Belgian courts.

#### 3.5 Privacy

Hiscox is the trading name of several companies in the Hiscox Group. The company acting as data controller for your personal data is indicated on the documentation provided to **you**. If **you** have any queries or questions, **you** can also contact us at any time by telephone on 0032 2 788 26 00, or by sending **us** an email to [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

**We** collect and process your information for the purposes of offering and providing insurance policies and handling claims. Your data is also used for commercial purposes, such as fraud detection and prevention and financial management. This may mean Hiscox has to share your information with companies within the group and third parties such as brokers, experts, credit reporting agencies, service providers, professional advisors, our supervisors and fraud

### 3. What is the scope of the policy?

prevention agencies. Your telephone calls may also be recorded, to help us monitor and improve our services.

For more information on how your data is used, and your rights regarding your data, please consult our 'privacy statement' on our website: [www.hiscox.be](http://www.hiscox.be).

#### 3.6 Registered address and correspondence address

Any correspondence or notification addressed to **us** will be deemed validly made if it is sent:

- to our address in Belgium, as indicated in the **special conditions** or by subsequent endorsement;
- to the address of your broker, as indicated in the **special conditions** or by subsequent endorsement.

Any correspondence or notification sent to **you** will be deemed validly made, including to your heirs or legal claimants, if it is sent to your address as indicated in the **special conditions** or by subsequent endorsement.

#### 3.7 Glossary (words in the policy that have a specific meaning)

ABEX	Construction cost index established by Association Belge des Experts.
Accidental	An <b>incident</b> that occurs suddenly and was not predictable.
Act of terrorism	Action, or threat of action, organised in a clandestine manner for ideological, political, ethnic or religious purposes, carried out individually or as a group, and directed against persons or which partially or totally destroys the economic value of tangible or intangible property, in order to impact the public, create a climate of insecurity or pressurise the authorities, or with a view to hindering movement and/or the normal operation of a service or business.
Actual cash value	<b>Replacement value</b> allowing for <b>obsolescence</b> .
Agreed value	Value established by mutual written agreement between <b>you</b> and <b>us</b> . This value is recognised as correct and, subject to the completeness and correctness, <b>we</b> will not dispute it.
Communicable disease	Any infectious or contagious illness or condition of any kind or origin, i.e. an illness or condition that can be transmitted directly or indirectly from a person or an animal, or which is in some other way contagious to other people, animals or other beings, and which was caused by a virus, bacteria, fungus or mould, parasite, or by any other known or unknown microorganism or pathogen.
Computer system failure	Any failure, error or malfunction of a computer system.
Contents	Any property, furniture for private use, including <b>works of fine art, valuables and collectors' items</b> not included in an <b>inventory</b> and which are usually located in the <b>designated building</b> and which belong to <b>you</b> or are entrusted to <b>you</b> .  The following do not form part of the <b>contents</b> : <ul style="list-style-type: none"> <li>— animals;</li> <li>— <b>valuables, works of fine art and collectors' items</b> included in an <b>inventory</b>;</li> <li>— motorised land vehicles and their accessories, except for the following unregistered vehicles: self-propelled equipment used exclusively at the address of the <b>designated building</b> for services or maintenance, domestic vehicles intended for disabled people,</li> </ul>

### 3. What is the scope of the policy?

- childrens' toys used solely for recreational purposes;
- caravans, semi-trailers with a payload over 750kg, flying objects capable of carrying people, space objects, boats over 4m in length, motorcycles;
- mopeds, registered electric bikes, drones, quad bikes, golf caddies;
- the **garden**;
- water and liquids for domestic use.

CPI	Consumer price index established by the Minister for Economic Affairs.
Cyber attack	Any usage or behaviour that seeks to harm a computer system by, for example, introducing a malicious code, a computer virus or process.
Designated building	<p>All of the constructions and immovable fittings built on a plot of land with a total surface area of less than 20 hectares and located at the address stated in the <b>special conditions</b>. The main building must be primarily used as a dwelling, and each of the annexes or outbuildings must be used primarily for private purposes. The <b>designated building</b> includes any fitting considered to be immovable property according to its intended use at the address indicated (including your swimming pool). The <b>garden</b> does not form part of the <b>designated building</b>.</p> <p>The <b>designated building</b> must comply with the laws and regulations in force, including those relating to building permits.</p> <p>All other circumstances are referred to in the <b>special conditions</b>.</p>
Excess	Remainder of the damage for which <b>you</b> are responsible and which <b>we</b> will deduct from the total benefit.
Garden	Your trees, shrubs, hedges, plants, lawns, lakes or ponds (or any body of water, excluding your swimming pool) and your land (within a 20-hectare radius of the main building of the <b>designated building</b> ) located at the address of the <b>designated building</b> . A surface area of more than 20 hectares is not considered a <b>garden</b> .
Identity theft	Situation in which a person or a group of people knowingly use means of identification belonging to <b>you</b> , without your knowledge or permission, with the intention of committing or assisting another person in committing an illegal act.
Incident	<ol style="list-style-type: none"><li>1. In relation to property cover: sudden and <b>accidental</b> event occurring during the term of the policy and which causes, during the term of the policy, <b>material damage</b> to the insured property.</li><li>2. In relation to civil <b>liability</b> cover regarding the <b>designated building</b> and <b>garden</b>: <b>toevallige</b> gebeurtenis die tijdens de duur van de overeenkomst <b>materiële</b> en/of <b>lichamelijke schade</b> naargelang de betrokken waarborg veroorzaakt aan derden. In dit geval strekt de dekking zich uit tot vorderingen die ingediend worden na het aflopen van de overeenkomst.</li><li>3. For cyber protection: <b>accidental computer system failure</b> or deliberate <b>cyber-attack</b> occurring during the term of the policy, and which causes, during the term of the policy, an <b>insured event</b> other than the failure of the computer system or cyber-attack itself, and which causes <b>material damage</b> affecting the <b>designated building</b> and/or the <b>contents</b>.</li><li>4. For coverage of your online reputation: the circulation of defamatory or harmful remarks, or the illicit circulation without your consent of information about your private life (<b>operative event</b>), occurring during the term of the policy</li></ol>

### 3. What is the scope of the policy?

and which causes, during the term of the policy, damage to your reputation or credibility (the damage). Damage that results from a single **operative event** will count as a single **incident**. A series of **operative events** carried out by the same person or the same group of people also counts as a single **incident**.

5. For the **theft of your identity**:

the **theft of your identity** occurring during the term of the policy. An act or series of acts directed against **you** by a person or group of people is considered a single **incident of identity theft**.

Inventory	List or directory of <b>valuables, works of fine art and collectors' items</b> including an indication of their value.
Jewellery	Item intended for adornment, and which is valuable due to the materials it contains or due to the artistic features of its production.
Liability	Your obligation, under articles 544 or 1382 to 1386 of the civil code, or similar provisions of foreign law, to repair any damage you may have caused.
Market value	Purchase price normally paid on the domestic market for an identical or similar item on the day of the <b>incident</b> .
Material damage	Any destruction, damage, loss of income or loss of immovable property or movable property following an <b>insured event</b> , with the exception of remedying the cause of the damage except with regard to remedies in relation to gas and water leaks.
Obsolescence	Depreciation of property due to its age, usage, frequency and quality of its maintenance
Operative event	Insured <b>accidental</b> event that occurs during the policy period and which leads to an insurance <b>claim</b> .
Personal effects	Bikes, clothing, furs, shotguns and hunting guns, firearms, luggage, bags, glasses, musical instruments, cameras and video equipment and their accessories, sports equipment, mobile phones, electronic diaries, laptops and other portable electronic devices.
Personal injury	Any infringement of a person's physical integrity, with the exception of any <b>non-material damage</b> and any indirect damage (such as loss of income).
Policyholder	<b>You</b> and the following people: <ul style="list-style-type: none"> <li>— people who usually live with <b>you</b>, with the exception of your tenants;</li> <li>— members of your staff, where they work at your home;</li> <li>— any other person referred to in the <b>special conditions</b>.</li> </ul>
Replacement value	The cost of reconstructing or repairing, according to our assessment, the <b>designated building</b> to a new condition, including the costs of an architect and non-recoverable VAT, or of restoring <b>contents</b> to a new condition, in order that, after the <b>incident</b> , the property concerned has the equivalent qualities to those that existed before the <b>incident</b> .
Safe deposit box	Closed metal chest that is fixed securely into the wall or floor.

### 3. What is the scope of the policy?

Securities	Currency, bank notes, stock or bond <b>securities</b> , commercial instruments, postal or other similar money orders, debit or credit cards.
Special conditions	Provisions of the policy that relate to <b>you</b> personally and which form, together with these standard terms and conditions and supplementary clauses registering amendments, the insurance policy. The <b>special conditions</b> and endorsements will take priority over the policy's general terms and conditions.
Valuables	Items of value such as <b>jewellery</b> , watches, non-set precious and semi-precious stones, solid silver, gold, platinum and vermeil.
We	The insurer as referred to in the <b>special conditions</b> .
Works of fine art and collector's items	Musical instruments, postage stamps, <b>collectors'</b> coins or medals, paintings, antique furniture, rugs and tapestries, wines (considered as a collection) and fine spirits, silver or gold items; more broadly objects with artistic characteristics or which could form part of a collection, with the exception of <b>valuables</b> .
You	The policyholder referred to in the <b>special conditions</b> : —— either the natural person who took out the policy and their spouse, partner or companion; or —— the contracting legal entity.

## 4. Hiscox assistance

Hiscox assistance is a service we offer you for **designated buildings** located in Belgium. Under the Hiscox assistance service, you have the option of using a relevant professional service in an emergency when an **incident** affects the **designated building**.

An emergency means any situation requiring urgent intervention in order to prevent, or reasonably mitigate, the consequences of an **incident**, or to secure the insured risk.

You can call Hiscox assistance 24/7 on the following telephone number: 0800/90802.

If an **insured event** occurs, in accordance with our general terms and conditions and with the **special conditions** of your policy, the costs incurred in connection with the assistance service will be added, in an unlimited manner, to the damaging effects covered under these same general and special terms and conditions and arising from the same cause of **incident**. Of the total amount of your damage, the contractual **excess**, established according to the **special conditions** of your insurance policy, will be deducted, unless under the general or special conditions it is stipulated that no **excess** applies, then no **excess** will apply in this specific **incident**.

If it transpires after the emergency intervention that the **incident** is not covered under the general and **special** terms and **conditions**, but that you have used the assistance service in good faith in the reasonable belief that the **incident** was covered under the terms of your Private Residence by Hiscox policy, we will offer to pay the cost of emergency service provided up to a maximum of EUR 250.00 (including VAT), non-indexed.







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