

# RESIDENTIAL LET POLICY DOCUMENT

INSURED BY



IN ASSOCIATION WITH



**D O L M E N**  
**UNDERWRITING**

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form and or statement of facts on the date shown in the **schedule**.

**The insurance relates ONLY to those sections of the certificate which are shown in the schedule as being included.**

#### SEVERAL LIABILITY NOTICE

The subscribing Insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to extend to their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

The written authority (which number is shown in the **schedule**) allows **Dolmen Insurance Brokers Limited T/A Dolmen Underwriting** to sign and issue this certificate on behalf of the insurer detailed in the authority.

Premiums are subject to Government Levy and/or contribution where applicable.

#### **Insurance Act 1990**

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

#### **Finance Act 1990**

Stamp duty has been or will be paid to the Revenue commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

All monies referred to and/or due under this Policy are expressed in and/or payable in Euro.

# Introduction

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Home Let Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your insurance agent** immediately if this document is not correct or if **you** would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>We / us / our/the insurer</b>	Axa Insurance dac
<b>Your Insurance Agent</b>	The insurance agent who placed this insurance on <b>your</b> behalf.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Buildings</b>	<ul style="list-style-type: none"><li>• The <b>home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>home</b></li><li>• permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks</li></ul> <p><b>you</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the <b>schedule</b>.</p>
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Home</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Contents</b>	Household goods and personal property, within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally responsible for.

**Contents** does **NOT** include:

- property in the open
- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.
- Money and Credit Cards
- Deeds, Registered Bonds and other personal documents
- Gold, Silver, Gold and silver plated articles, jewellery or furs
- Property of Tenants
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- domestic oil in fixed fuel oil tanks

**Bodily injury**

**Bodily injury** includes death or disease.

**Sanitary ware**

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

**Ireland**

**Ireland** shall mean The Republic of Ireland

**Europe**

'Europe' will include:

- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

## General Conditions applicable to the whole of this insurance

Each **home** included under this insurance is considered to be covered as if separately insured.

**Your duties**

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. This **policy** is based on the factual information **you** provided. These facts are represented by the answers you have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate
3. If you are not sure whether or not certain facts are important, please ask us. We have the right to accept or decline changes to your policy and we may charge an additional premium including an administration charge.
4. Whenever the Insured Property becomes unoccupied it must be inspected internally by either the insured or the insured's representative at least once every seven days.
5. Your insurance will become void if the insured property is let to HSE, County Council referrals or Students without prior written agreement from the Insurer.

If **you** fail to comply with any of the above duties this insurance may become invalid.

**Cancellation clause**

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** cancel the policy, just advise us by phone or in writing. **We** will refund premium on the following basis:
  - ▶ If **you** request cancellation within 14 working days of the date upon which **we** inform **you** the policy has been incepted, **we** will refund the full premium.
  - ▶ Otherwise, **we** will issue a refund based on the unused days left to run on the policy, provided no claims have been made on **your** policy. **We** will not refund **your** premium if **you** are paying it under an instalment scheme (unless **you** made an overpayment).

## General Exclusions applicable to the whole of this insurance

### a) **Radioactive Contamination and Nuclear Assemblies Exclusion**

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) **War Exclusion**

any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### c) **Date Change Clause**

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.

### d) **Biological & Chemical Contamination**

1. Loss or destruction of or damage to any property whatsoever, or an loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

Terrorism; and/or

Steps taken to prevent, suppress, control or reduce the consequences of an actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

The causing, occasioning or threatening of harm of whatever nature and by whatever means;

Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### e) **Electronic Data Exclusion Clause**

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from

Computer viruses, erasure or corruption of electronic data;

The failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

All other terms and conditions as per the Policy wording.

### f) **Existing and Deliberate Damage**

**We** will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**
- due to consequential loss of any kind or description.

# Claims Conditions applicable to the whole of this insurance

## Your duties

In the event of a claim or possible claim under this insurance

1. **you** must notify **your insurance agent** as soon as reasonably possible giving full details of what has happened.
2. **you** must provide **your insurance agent** with written details of what has happened within 30 days and provide any other information **we** may reasonably require.
3. **you** must immediately forward to **your insurance agent**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

## How we deal with your claim

### 1. Defence of claims

**We** may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### 2. Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

### 3. Fraudulent Claims

If you or anyone acting for you:

- Makes a claim under the policy, knowing the claim is false or misleading; or
- Makes a claim for any loss or damage deliberately caused by you;
- In connection with a claim makes a statement to us or anyone acting on our behalf, knowing the statement is not true;
- In connection with a claim sends us or anyone acting on our behalf a document, knowing the document is false;

**We** may take one or more of these actions as well as our other rights:

- **We** will not pay the claim.
- **We** may avoid the policy with effect from the date of the fraudulent claim or fraudulent act
- **We** will not return your premium.

If you commit a fraudulent act on any other policy, then we may:

- cancel this policy
- consider letting the appropriate law enforcement authorities know about the circumstances.

### 4. Claims Retention

- **We** will not hold any retentions for claims less than €20,000.
- Where **we** agree to pay your claim and the settlement amount is greater than €20,000 but less than €40,000, we reserve the right to withhold up to 5% of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and (where required by AXA) a final inspection report.
- Where **we** agree to pay your claim and the settlement amount is €40,000 or more, **we** reserve the right to withhold up to 10% of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and (where required by AXA) a final inspection report.

## IN THE EVENT OF A CLAIM

**PLEASE CONTACT THE CLAIMS HELPLINE ON 01 8022220**

## Section one

### Buildings

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire, smoke, lightning, explosion or earthquake	for smoke damage caused by fireplaces or smog from agricultural or industrial operations
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, fences & hedges
4. Water escaping from, or frost damage to, a fixed water, drainage or heating installation, washing machine, dishwasher or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section one b) for loss or damage to the component or appliance from which water escapes c) for loss or damage resulting from domestic appliances other than those specifically detailed under this section of the policy d) for loss or damage resulting from egress of water from water beds or fish tanks e) for loss or damage caused by wear and tear, rust or gradual deterioration f) for loss or damage to swimming pools g) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths through seals and grouting. h) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days i) for loss or damage resulting from accidental overflow of sanitary ware other than as covered under an accidental damage extension to the policy. j) for loss or damage caused by faulty workmanship
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) for remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by us d) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days
6. theft or attempted theft	a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days b) for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry c) for loss or damage caused by You or Your Household

## Section one

---

### Buildings (continued)

7. collision by any vehicle or animal	a) for loss or damage caused by domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious damage and vandalism	a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days b) for loss or damage caused directly by the tenant c) for loss or damage to, swimming pools, tennis courts, drives, patios and terraces, gates, fences, hedges lawns, trees shrubs, plants & walls d) by any person lawfully on the premises or any person invited on the premises by you or a member of your household or tenant.
9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for the first €2,500 of every claim f) for loss or damage caused by coastal erosion g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions h) for damage caused by bedding down of new structures of settlement of newly made up ground
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> b) for loss or damage to gates and fences unless the Private Dwelling House is affected by the same event



## Section one

### Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We</b> will not pay
A) the cost of repairing accidental damage to <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> all forming part of the <b>buildings</b>	a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days
B) <b>Damage to Underground Services</b> The cost of repairing accidental damage to <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> which <b>you</b> are legally responsible for	a) for loss or damage due to wear and tear, rust or any gradually operating cause or frost. b) for loss or damage caused by faulty materials, design, workmanship, or as a consequence of any alterations, renovations or repairs
C) <ul style="list-style-type: none"> <li>• loss of rent due to <b>you</b> which <b>you</b> are unable to recover</li> <li>• additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>buildings</b> cannot be lived in following loss or damage which is covered under section one</li> </ul>	any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed
D) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the building</li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements following loss or damage to the <b>buildings</b> which is covered under section one</li> </ul>	a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage
E) <b>Fire Brigade Charges</b> – We will pay the cost of the charges made on you by a Local Authority in accordance with the Fire Service Act 1981 for Fire Brigade attendance as the result of any incident involving fire affecting the buildings in circumstance which give rise to a valid claim under this policy	More than €1,000 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than €1,000 in total
F) <b>Sale of The Home</b> anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
G) Trace & Access <b>We</b> will pay the costs of removing and replacing any part of the buildings necessary to repair a household heating and water system which has caused an escape of water	Loss or damage to the component or appliance from which the water or oil escapes. <b>We</b> will not pay more than €750

## Section one

---

### Settling claims

How **we** deal with your claim

1. If **you** claim for loss or damage is covered under section one, **we** will pay the full cost of repair or reinstatement as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

**Your** sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

### IN THE EVENT OF A CLAIM

**PLEASE CONTACT THE CLAIMS HELP LINE ON 01 8022220**

## Section two

### Contents

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire, smoke, lightning, explosion or earthquake	for smoke damage caused by fireplaces or smog from agricultural or industrial operations
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	a) for property in the open b) for loss or damage cause by frost
4. Water escaping from, or frost damage to, a fixed water, drainage or heating installation, washing machine, dishwasher or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section one b) for loss or damage to the component or appliance from which water escapes c) for loss or damage resulting from domestic appliances other than those specifically detailed under this section of the policy d) for loss or damage resulting form egress of water from water beds or fish tanks e) for loss or damage caused by wear and tear, rust or gradual deterioration f) for loss or damage to swimming pools g) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths through seals and grouting. h) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days i) for loss or damage resulting from accidental overflow of sanitary ware other than as covered under an accidental damage extension to the policy. j) for loss or damage caused by faulty workmanship
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) for remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by us d) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days
6. theft or attempted theft	a) loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) or loss or damage while the home is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days c) for loss or damage caused by You or Your Household or tenant d) any amount over €3,000 or 5% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages

## Section two

---

### Contents (continued)

7. collision by any vehicle or animal	a) for loss or damage caused by domestic pets.
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days b) for loss or damage, swimming pools, tennis courts, drives, patios and terraces, gates, fences, hedges lawns, trees shrubs, plants & walls c) by any person lawfully on the premises or any person invited on the premises by you or a member of your household or tenant
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion f) for loss or damage caused by bedding down of new structures or settlement of newly made up ground
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises

## Section two

---

### Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
<p>A) accidental breakage of</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• <b>sanitary ware</b> forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for</li> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul>	<p>a) for the cost of repairing, removing or replacing frames</p> <p>b) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days</p>
<p>B) the <b>contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any <b>buildings</b> where <b>you</b> are living or working</li> <li>• in any building for valuation, cleaning or repair</li> <li>• in any furniture store</li> <li>• in any bank or safe deposit</li> </ul> <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or furniture store</p> <p>(iii) Accidental Damage cover whilst moving home subject to contents being packed and moved by professional contractors</p>	<p>a) for <b>contents</b> outside the <b>Republic of Ireland</b></p> <p>b) for <b>money</b> or <b>credit cards</b></p> <p>c) any amount over 20% of the sum insured under section two for <b>contents</b> in a furniture store</p>
<p>C) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally responsible for as tenant only</p>	<p>a) for loss or damage due to wear and tear or any gradually operating cause</p>
<p>D) costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys</p>	<p>a) any amount over €650 in total</p>

## Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
<p>E) <b>Door Locks</b>  costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys</p>	any amount over €650 in total
<p>F) <b>Fire Brigade Charges</b>  We will pay the cost of the charges made on you by a Local Authority in accordance with the Fire Service Act 1981 for Fire Brigade Attendance as the result of any incident involving fire affecting the buildings in circumstance which give rise to a valid claim under this policy</p>	<p>more than €1,000 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections one and two.</p> <p><b>We will not pay more than €1,000 in total</b></p>

## Settling claims

How **we** deal with your claim

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section two.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new;
- and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes
  - pedal cycles
- where **we** will take off an amount for wear and tear and depreciation.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

**Your** sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

**We** will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

## IN THE EVENT OF A CLAIM

**PLEASE CONTACT THE CLAIMS HELPLINE ON 01 8022220**

## Accidents to Domestic Staff

This section applies only if the **contents** are insured under section two.

<b>What is covered</b>	<b>What is not covered</b>
<b>We will indemnify you</b>	<b>We will not indemnify you</b>
for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	for <b>bodily injury</b> arising directly or indirectly <ul style="list-style-type: none"><li>• from any vehicle in Canada or the United States of America</li><li>• from any vehicle used for racing, pace making or speed testing</li><li>• from any communicable disease or condition</li><li>• in Canada or the United States of America after the total period of stay has exceeded 60 days in the <b>period of insurance</b></li></ul>

Limit of insurance

**We** will not pay more than **€3,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.



## Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered	What is not covered
<p><b>We will indemnify you</b></p>	<p><b>We will not indemnify you for any liability</b></p>
<p>(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p>	<p>a) for <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the <b>period of insurance</b></p> <p>e) rising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>i) any motorised or horse drawn vehicle other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii) any power-operated lift</li> <li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Control of Dogs Act 1986</li> </ul> <p>(Exclusions continued over the page)</p>

## Legal Liability to the Public (continued)

### Part A (continued)

What is covered	What is not covered
	<b>We will not indemnify you for any liability</b>
	<p>h) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 60 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>j) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

### Part B

#### We will pay for

sums which **you** have been awarded by a court in the Republic of Ireland and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment

#### Limit of insurance

#### We will not pay

- in respect of pollution and/or contamination:-  
more than €3,000,000 in all
- in respect of other liability covered under section four:-  
more than €3,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Endorsements

The following endorsements only apply if they are shown in the policy schedule

### LET ENDORSEMENTS

#### **DOL0021 - SUBSIDENCE, LANDSLIP OR HEAVE EXCLUSION ENDORSEMENT**

This Insurance does not cover Subsidence or heave of the site upon which the buildings stand or landslip as shown in number 9 of sections one (buildings) and two (contents). Furthermore if this exclusion is applied cover in respect of Alternative Accommodation is excluded.

#### **DOL0048 - FLOOD EXCLUSION ENDORSEMENT**

The insurance excludes claims resulting from:

The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir canal, dam;

Inundation from the sea; or

Flood resulting from storm or any other peril other than escape of water from fixed water tanks, apparatus or pipes.

#### **DOL0144 – CHIMNEY CLAUSE**

It is a condition precedent that all chimneys and flues are kept in a good state of repair and cleaned once every 12 months (Insurers will require appropriate evidence in support). In the event of either a chimney or flue fire no payment will be made unless compliance with this condition precedent is met.

#### **DOL0145 - FLAT ROOF ENDORSEMENT**

This insurance excludes loss or damage caused by ingress of water unless as a result of an insured peril. It is further noted that the roof must be inspected every two years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired within 30 days of said inspection.

#### **DOL0048 - FLOOD EXCLUSION ENDORSEMENT**

The insurance excludes claims resulting from:

The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir canal, dam;

Inundation from the sea; or

Flood resulting from storm or any other peril other than escape of water from fixed water tanks, apparatus or pipes.

#### **DOL0162 - MINIMUM SECURITY CLAUSE**

This insurance does not cover theft from the private dwelling of the home unless the under noted minimum protections are fitted:  
External Doors: Fitted with a five lever mortice deadlock / or a deadlocking night latch / or key operated integral multi point locking system.

Sliding Patio Doors: Fitted with a key operated security lock.

Windows: Fitted with key operated security locks or other effective locking mechanism on all ground and accessible first floor windows (waived if alarm is installed).

#### **DOL0163 - PROTECTIONS CLAUSE (RENTAL)**

It is your duty to ensure that all protections provided for the security of the rented property are maintained in good working order. If you fail to comply with the above this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

#### **DOL0164 - MALICIOUS DAMAGE BY TENANT EXTENSION (LIMIT €7,500)**

This certificate is extended to cover loss or damage from malicious damage caused by the tenant and consequently Section One item 8 b) is deleted. Any loss or damage arising under this extension will be subject to an increase of the excess by €500 and a sub limit of €7,500. All other terms, clauses, conditions remain unaltered.

#### **DOL0166 - ALARM CLAUSE**

This insurance does not cover theft or damage as a result of theft or attempted theft when you have left the premises without an authorised occupant unless:

a) at all such time the intruder alarm has been put into full and effective operation.

b) the intruder alarm provides protection to all external doors and accessible windows.

c) the intruder alarm is to EN 50131 (IS199) standard and is kept in full working order and fully maintained (including its methods of signalling) throughout the period of insurance.

**Notice to the insured**

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

Any enquiry or complaint should be addressed in the first instance to **your Insurance Agent**

If **you** are not satisfied with the way a complaint has been dealt with **you** should then contact the following:

Managing Director  
Dolmen Insurance Brokers Ltd T/A Dolmen Underwriting  
Butterly Business Park  
Artane  
Dublin 5

Tel 01 8022300

Dolmen Insurance Brokers Ltd T/A Dolmen Underwriting is regulated by the Central Bank of Ireland

If, after following the above procedure, **your** complaint has not been resolved to **your** satisfaction, **you** have the right to refer the matter to the Financial Ombudsman Service, at the following address:

Financial Services Ombudsman  
Lincoln House, Lincoln Pl, Dublin 2  
Tel No. 01 6620899

AXA Insurance dac, Registered in Ireland number 136155. Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1. AXA Insurance dac is regulated by The Central Bank of Ireland.

In all communications the policy/certificate number appearing in line one of the **schedules** should be quoted.

