



DOLMEN UNOCCUPIED

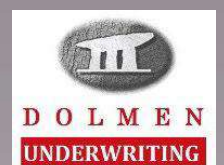
Unoccupied Home
Insurance Policy

Republic of Ireland - 2022

Provided by

Plum
UNDERWRITING

In association with



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Welcome to Plum Underwriting

Thank you for choosing to insure your home with Plum Underwriting.

Plum Underwriting is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



David Whitaker
Managing Director

Your Policy

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

It is essential that **you** read **your policy** very carefully.

Your policy sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section of the **policy**.

The **policy** sections are:

1. **Buildings**
2. **Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public

Your schedule will detail which sections are operative and which **insurer** is providing the cover under each section.

Upon request **Plum Underwriting** can provide Braille, audio or large print versions of the **policy** and the associated documentation. If requested **Plum Underwriting** can also provide a copy of the **policy** in the Irish language. If **you** require an alternative format **you** should contact **Plum Underwriting** through whom this **policy** was arranged.

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

Renewal of Your Policy

We will write to **you** via **your broker or insurance intermediary** before the end of the **period of insurance** to either:

- (i) Offer **you** cover for the **next period of insurance** (a renewal).
- (ii) Confirm that cover will cease at the end of the current **period of insurance** (a lapse).

Please note that **your policy** will not renew unless we receive instructions from **you** via **your broker or insurance intermediary** on or before the expiry date of the **period of insurance** (renewal date). If we do not receive instructions to renew then **your** cover will cease from the expiry date shown in **your policy** schedule and **you** will have no cover from that date. It is **your** responsibility to ensure that **you** have arranged replacement cover to ensure that there are no breaks in cover.

Should **you** have any queries with **your** renewal quotation, or **you** wish to renew cover please speak to **your broker or insurance intermediary**.

Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium we have relied on the information which **you** have provided to us. **You** must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

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

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

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

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

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

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

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

Change in Circumstances

You must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Cooling Off and Cancellation

Cooling-Off Period

If, for any reason, **you** feel that this insurance is not right for **you**, **you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 working days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

Should **you** choose to cancel **your policy** within the 'Cooling-Off Period', **we** will cancel **your policy** from:

- 1) the start of the **period of insurance** treating this **policy** as if it had never existed. **We** will refund any premium **you** have paid, provided that **you** have not made a claim, or
- 2) the date **you** have requested cancellation provided the date is within the 'Cooling-Off Period'. Any refund will be on a proportional basis providing the **period of insurance** has been claim free. If **you** have made a claim, **you** will not be eligible for a refund.

Any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation.

Your broker or insurance intermediary contact details are shown on **your schedule**.

Cancellation

1. Cancellation of **your policy** by **you**:

You may cancel this **policy** at anytime by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone.

Your broker or insurance intermediary contact details are shown on **your schedule**.

2. Cancellation of **your policy** by **us**:

We may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

We will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where **Plum Underwriting** has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

3. Cancellation by **us** following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act and **we** will retain 100% of the premium.

4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the period for which **you** have been insured.

Customer Service & Complaints Procedure

The **insurers, Plum Underwriting** and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

Authorisation, Regulation & Compensation

Dolmen Underwriting

This **policy** is a home insurance scheme arranged by Dolmen Underwriting under a facility managed by **Plum Underwriting**.

Dolmen Insurance Brokers Ltd, trading as Dolmen Underwriting is registered in Ireland: 381155, 37/41, Butterly Business Park, Kilmore, Road, Artane, Dublin 5, D05 A372.

Dolmen Insurance Brokers Ltd, trading as Dolmen Underwriting is regulated by the Central Bank of Ireland.

Plum Underwriting

Global Risk Partners Intermediary Limited, a private company limited by shares, 40 Mespil Road, Dublin 4, D04 C2N4 (Registration Number: 635016), trading as Plum Underwriting is regulated by the Central Bank of Ireland (Register number C186553).

Global Risk Partners Intermediary Limited - UK Branch of 55 Mark Lane, London EC3R 7NE, UK is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Global Risk Partners Intermediary Limited is a subsidiary of Global Risk Partners Limited.

Your Insurers

The **insurers** for **your policy** are detailed on **your schedule**.

You can also visit the **Plum Underwriting** website which shows further detail at www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/

Full details regarding who authorises and regulates the **insurers** are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

Insurance Compensation Schemes

All **insurers** providing cover under this **policy** and **Plum Underwriting** are covered by the relevant compensation scheme. **You** may be entitled to compensation from the scheme if an **insurer** or **Plum Underwriting** is unable to meet its obligations to **you** under this contract.

Full details regarding which compensation scheme applies to whom are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

Subscribing Insurers' Several Liability

Your policy or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that **Plum Underwriting** chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

You can also visit the **Plum Underwriting** website which shows further detail at www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/

Laws Applying

Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of Republic of Ireland and subject to the exclusive jurisdiction of the courts of Republic of Ireland.

Use of Personal Data

Plum Underwriting and the **insurer(s)** are committed to protecting **your** personal information. **Plum Underwriting** and the **insurer(s)** will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at www.plum-underwriting.ie/info/privacy-policy/ which specifies:

- the information that **Plum Underwriting** and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how **Plum Underwriting** and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances **Plum Underwriting** and the **insurer(s)** may need to seek **your** consent before processing such data. **Plum Underwriting** and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about **you** that is held in **Plum Underwriting** and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or **Plum Underwriting's** data protection practices, or to make a subject access request, please contact:

Plum Underwriting, Data Protection Officer, 40 Mespil Road, Dublin 4, D04 C2N4.

Insurance Act 1936

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Government Charges

The First Premium herein includes any such charges.

Currency

It is understood and agreed that the currency of all premium, **sum insured**, payments and **excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be deemed to be the Euro.

How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explains **your** duties in the event of a claim and how **we** deal with **your** claim.

Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Bodily Injury

Physical harm or damage to someone's body including death or disease.

Buildings

- the **property** and its decorations
- fixtures, fittings and fitted appliances attached to the **property**
- underground services, sewers, pipes, cables and drains which connect to the public mains.
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named on **your schedule**.

Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

Contents

Household goods and personal property within the **property** which belong to **you** or for which **you** are legally liable for.

Contents includes:

- **leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**
- **precious metals** up to €1,000 in total per claim within the private dwelling
- pedal cycles up to €500 in total per claim
- **contents** in garages and outbuildings up to €500 in total per claim
- **Fine art and antiques** up to 10% of the **contents sum insured** in total per claim

Contents do not include:

- motor vehicles (other than domestic gardening equipment, **electrically assisted pedal cycles**, motorised mobility scooters, electric wheelchairs or powerchairs), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any **contents** held or used for business purposes
- any property insured under any other insurance

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- deeds, registered bonds and other such documents
- gemstones, jewellery, watches and furs
- land or water
- stamp or coin collections
- **money and credit cards**
- casino chips
- **contents** in the open

Credit Cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **property**.

Electrically Assisted Pedal Cycles (EAPC)

An EAPC must have pedals that can be used to propel it.

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

- the battery's voltage
- the maximum speed of the bike

Its electric motor:

- must have a maximum power output of 250 watts
- should not be able to propel the bike when it's travelling more than 15.5mph

An EAPC can have more than 2 wheels (for example, a tricycle).

Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

Fine Art and Antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- medal collections, wines, memorabilia and other collectables such as models and dolls all belonging to **you** or for which **you** are legally responsible

Fine art and antiques does not include **precious metals**.

Leaseholder's Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as leaseholder for which **you** are responsible for insuring and are not covered by the freeholder's or any other insurance.

Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

held for any purpose.

Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

Plum Underwriting

Global Risk Partners Intermediary Limited, trading as Plum Underwriting.

Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

Precious Metals

Gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

Premises

The address which is named on **your schedule**.

Property

The vacant private dwelling and the garages and outbuildings at the **premises** shown on **your schedule**.

Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

Sanitary Ware

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

Schedule

Your schedule is part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises, the sums insured, the excess, any endorsement(s), the period of insurance** and the sections of this insurance which apply.

Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

Swimming Pools

Swimming pools which are permanently installed.

We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

You/Your/Insured

The person, persons, organisation or company named as insured on **your schedule**.

Your Broker or Insurance Intermediary

The person or persons who placed this insurance on **your** behalf.

Inspecting the Property

We will not pay under the **policy**, if **you** fail to comply with the following provisions:-

You or **your** adult representative must:

- inspect the **premises** internally and externally once every 14 days (unless an alternative frequency is shown on **your schedule**)
- keep a record of the dates and times of all visits in a central inspection record
- provide **us** with a copy of the central inspection record when requested.

Example of an inspection record:

Name	Date	Time	Observations/Actions
John Smith	17/12/2015	14:20	All rooms checked and found in good condition, left fully locked with alarm activated.

Inspection Checklist

Whilst not exhaustive, the following is a list of areas which **you** or **your** adult representative may consider including in the inspection to mitigate any loss or damage:

- Windows shut and fastened and locked
- All external doors shut, fastened and locked when the **premises** are left unattended
- Check throughout the **property** for any signs of ingress of water
- Check inside and outside of the **property** for any signs of leaks/escape of water
- Check all windows and doors of the **property** for signs of any attempted forced entry
- Remove any build up of newspapers and post
- Consider sealing letter box
- Remove any rubbish that has accumulated outside of the **property** or in doorways/porches
- If fitted, ensure the intruder alarm system is fully functional and operates correctly
- If fitted, ensure the CCTV system is fully functional and operates correctly
- Ensure electrical appliances are switched off when not in use
- Ensure any uncontained electrical wiring is in good condition and no bare wires are showing
- Roof tiles are in good order, no slipped or broken tiles
- Flat roofs are in good condition, no rips/tears or pooling of water
- Ensure gutters and rainwater goods are regularly checked and cleared of any build up of leaves/rubbish
- Ensure trees and shrubs are maintained with any damage/diseased sections being removed
- Gardens are maintained with rubbish removed
- Ensure aerial and satellite dishes are secured
- Internally ensure water is free running through sanitary ware and there are no signs of blockages
- Lift drain inspection covers to ensure water is free running and that there are no signs of blockages
- Check the level of oil in external tanks is in line with expectation
- Check oil tanks externally for damage or leaks
- Ensure central heating functional and operates correctly including timers
- Check any garages/outbuildings for signs of any attempted forced entry

General Conditions

The following general conditions apply to sections 1 to 4 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

1. Multiple Premises

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

2. Safeguarding your Property

You must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury

3. Building Works

If **you** intend to undertake any work to refurbish, alter, extend, renovate, build or demolish any part of the **buildings**, **you** must tell **your broker or insurance intermediary** about the work at least 30 days before the work starts and before **you** enter into any contract for the works.

You do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

4. Index Linking

Plum Underwriting will increase **your buildings and contents sum(s) insured** at each renewal in accordance with the index **we** have set. Whilst the index will help to ensure that **your sum(s) insured** are adequate in line with increasing costs, it is dependent on the **sum(s) insured** disclosed to **us** at the start of **your policy** being correct. It is **your** responsibility to ensure **your sum(s) insured** are adequate at the start and at each renewal of **your policy**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum(s) insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum(s) insured**.

5. Fraud Prevention (applies to all sections of this policy)

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Gardai
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

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

6. Assignment (applies to all sections of this policy)

You cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

7. Other Insurance (applies to all sections of this policy)

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 amount over which would have been covered under such other insurance had this insurance not been effected.

8. Sums Insured

You have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the cost of rebuilding by a professional third party contractor if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

Your sum insured for general **contents** must be the cost to replace as new.

Your sum insured for **precious metals** and **fine art and antiques** must reflect the current market value.

If, at the time of any loss or damage, the **sum insured** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

9. Fraudulent Claims (applies to all sections of this policy)

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

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

If **we** exercise our right under (c) above:

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

These remedies will not be available against any other entity insured under the **policy** that was not implicated in the fraud.

10. Security of the Property

You must ensure that the following security protections are fitted and maintained in good working order throughout the **period of insurance**:

- Final exit doors must be secured by a mortice deadlock with at least 5 levers or a rim deadlock installed or, if the door(s) are UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder
- All other external doors must be secured by a mortice deadlock or a deadlock or by a multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom
- All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **buildings** are secured by key-operated window locks.

11. Condition of Property

You must ensure that **you** notify **us** as soon as practicably possible should **you** become aware that the condition of the **property** has deteriorated by any means and/or the **property** has been subject to unlawful access or attempted unlawful access of any kind.

12. Chimney Maintenance

If **your** chimney(s) and/or flue(s) have not been cleaned within the last 12 consecutive months prior to the commencement date of this **policy**, **we** will allow 30 days from the **policy** commencement date for **you** to carry this out.

If **you** do not comply with this condition, **we** will not pay any claim for loss or damage or liability resulting from fire due to chimney(s) and/or flue(s) not being cleaned as specified above.

General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage:
 - that is not associated with the incident that caused **you** to claim.
 - that commenced before cover starts.
 - caused by wilful acts by **you** or where any member of **your** family or household is concerned as principal or accessory or any of **your** employees'.
 - or liability caused by deception other than by any person using deception to gain entry to **your property**.
 - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
 - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

Wear & tear excluded under this policy include for example the following:

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets

Mechanical & electrical breakdown excluded under this policy include for example the following:

- Electrical failure of an electrical component in televisions or computers
 - Mechanical failure of a clock mechanism
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
 3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
 5. Any loss or damage or liability occasioned by, happening through or resulting from:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
 - 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.
 6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
 - a) any legal liability of whatsoever nature; or
 - b) death or injury to any person,caused by or contributed to by or arising from biological or chemical contamination due to or arising from;
 - an **act of terrorism**; and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim under this **policy** unless **you** transact **your** Republic of Ireland insurance business for this **policy** through a Republic of Ireland bank account in Euros for the payment of premium from and the payment of claims to **you**.
10. Loss or damage caused by or resulting from the presence of mica, pyrite or iron pyrite within the **buildings**.
11. **We** will not pay any claim for loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any **computer virus**;
 - iii. any computer related hoax relating to i and/or ii above.
12. **We** will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.
13. This insurance **policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
 - a) infectious or contagious disease;
 - b) any fear or threat of a) above; or
 - c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

1. Your duties in the event of a claim – Things you need to do

a) Notifying us of a Claim

You must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

b) Circumstances of the Claim

You must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

d) Notifying the Gardai or Other Relevant Authorities

You must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Gardai as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

e) Our Representatives

You must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

f) Other Information and Assistance

You must as soon as practicably possible provide any information and assistance **we** may require.

g) Your Authority

You must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

h) Your Duty of Care

You must take all care to limit any loss, damage or injury.

i) Evidence & Value

Where **we** request, **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

j) Your Property

Your property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if **we** have agreed with **you** in writing to do so.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above, this insurance may become invalid.

2. How we deal with your claim

a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

b) Defence of Claims

We have the right to:

- 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.

c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your** **policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.

Section 1 - Buildings - Standard Cover

The following cover applies only if **your schedule** shows that it is included.

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake

2. aircraft and other flying devices or items dropped from them

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.

Section 1 – Buildings – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** which will be shown on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

B – Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from **your property**.

C – Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under section 1.

D – Sale of **your Premises**

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.

What is not covered

We will not pay

- 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 **you** before the loss or damage.
-
- a) if the **buildings** are more specifically insured under any other insurance.
 - b) any claim under any other additional covers of this **policy**.

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This section of the insurance also covers

E – Replacement Locks

Costs **you** have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the **property** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

F – Unauthorised Use of Electricity Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **property** without **your** consent.

G – Garden, Plants & Shrubs

Damage to **your** garden caused by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage.

H – Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

We will not pay

a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total

a) more than €2,500 any one claim
b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

a) more than €1,000 any one claim.
b) more than €250 for any one plant, tree or shrub.
c) any costs relating to any undamaged part of the garden.
d) for any plants grown on a commercial basis.

a) more than €2,000 any one claim.

Section 1 - Buildings - Conditions that Apply to this Section Only

How we deal with your claim

1. If **your** claim for loss or damage is covered under section 1, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
 - the **buildings** were in a good state of repair prior to the loss or damage and
 - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

Your sum insured

If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

Section 2 – Contents – Standard Cover

The following cover applies only if **your schedule** shows that it is included.

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

What is covered

This insurance covers the **contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake

2. aircraft and other flying devices or items dropped from them

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.

Section 2 – Contents – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** which will be shown on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

What is covered

This section of the insurance also covers

A – Replacement Locks

Costs **you** have to pay as leaseholder for replacing & installing locks and keys to safes, alarms, external doors and windows of the **property** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

What is not covered

We will not pay

- a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.

Section 2 - Contents - Conditions that Apply to this Section Only

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 2.

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 pay up to the value of the item at the time of loss or damage.

2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function but no more than the **contents sum insured** shown on **your schedule**.

Your sum insured

If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents of your property** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents sum insured** was enough to replace the entire contents of **your property** as new, then **we** will pay up to 75% of any claim made by **you**.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

Section 3 – Accidents to Domestic Employees

The following cover applies only if **your schedule** shows that it is included.

What is covered

We will pay you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown on **your schedule**.

What is not covered

We will not pay **you** for **bodily injury** arising:

- a) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment).

Limit of insurance

We will not pay more than the limit shown on **your schedule** 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.

Section 4 – Legal Liability to the Public

This section applies only if the **schedule** shows that the **buildings** are insured under section one.

What is covered

We will pay you

as owner for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

What is not covered

We will not pay you for any liability

- a) for **bodily injury** to:
 - **you**
 - any person who at the time of sustaining such injury is employed by **you**
- b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, for example, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
- c) for damage to property owned by or in the charge or control of:
 - **you**
 - any persons employed by **you**.
- d) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business.
- e) which **you** have assumed under contract and which would not otherwise have attached.
- f) arising out of **your** ownership, possession or use of:
 - i) any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **premises**
 - pedestrian controlled gardening equipment used elsewhere and
 - motorised mobility scooters, electric wheelchairs or powerchairs
 - ii) any power-operated lift (other than domestic stairlifts)
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992
 - v) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.

What is not covered

We will not pay **you** for any liability

- g) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- h) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
 - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**;
in which case all such pollution and/or contamination arising out of such accident shall be treated as having happened at the time of such accident.
- i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- j) arising as a result of escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- k) arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

Limit of insurance

We will not pay more than the limit shown on **your schedule** 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.

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Notes



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