

Owner Occupier Household Insurance Policy



D O L M E N
UNDERWRITING

In association with



Welcome to your Owner Occupier Household Insurance Policy

Introduction	Page 3
Take Care of Your Property	Page 4
General Conditions	Page 5
General Exclusions	Page 6-7
Definitions	Page 7-9
Buildings	Page 10-13
Contents	Page 14-19
Liability	Page 20-21
How to Claim / Claim Conditions	Page 22-23
Complaints Procedure	Page 23-24

Introduction

Your Insurers

This **Policy** has been arranged by Dolmen Insurance Brokers Ltd t/as Dolmen Underwriting and is underwritten by UK General Insurance Ltd on behalf of SureStone Insurance dac. SureStone Insurance dac is registered in Ireland number 340407. Registered Office Merrion Hall, Strand Road, Sandymount, Dublin 4, Ireland. SureStone Insurance dac is regulated by the Central Bank of Ireland

UK General Insurance Limited is authorised and regulated in the UK by the Financial Conduct Authority.

Dolmen Insurance Brokers Ltd t/a Dolmen Underwriting is regulated by The Central Bank of Ireland

Your Cover

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 **Policy**, 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 **Policy, We** have relied on the truthfulness and accuracy of the information and statements which **You** have provided in the proposal/statement of facts on the date shown in the **Schedule**. The proposal / statement of facts form the basis of the underwriting of this **Policy** of insurance.

The insurance relates ONLY to those sections of the Policy which are shown in the Schedule as being included.

The proposal/statement of facts, **Schedule, Policy** wording and any **Endorsement** applying to **Your Schedule** form **Your** owner occupier insurance **Policy**. 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.

The written authority (which number is shown in the **Schedule**) allows Dolmen Underwriting to sign and issue this **Policy** 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.

Take Good Care of Your Property

1. To avoid damage caused by Leaking Pipes **You** should always maintain a minimum temperature of 15 degrees celcius in **Your** home, particularly during cold, winter nights. Try to lag **Your** pipes and tanks as much as possible.
2. To minimise the chance of opportunistic Thieves, make sure that **You** protect **Your Property** with five lever mortise deadlocks and patio key-operated locks and keep the keys out of sight. Make sure that all accessible windows are fitted with security locks and/or bolts.
3. To reduce the chance of damage from Storms make sure that any mineral felt roofs are in good condition at all times. Check **Your** gutters and drains to make sure they are clear of any blockages.
4. For Fire prevention, install smoke detectors in **Your** house and make sure all fires are protected by fireguards. Make sure that any heaters are well away from curtains and bedding and avoid smoking in **Your Bedroom**. If **You** have a chimney in use, make sure it is regularly maintained and swept.
5. During **Your** Holidays, ask a friend or neighbour to check **Your Property** at regular intervals. Make sure all **Your** home is secured before **You** leave and if during the winter, maintain a temperature by leaving the central heating at 15 degrees celcius. Finally, use automatic light switches to operate during the evenings to deter any would-be thieves.

General Conditions applicable to the whole of this insurance

Your duties

1. **You** must take steps to prevent loss, damage or an accident and keep the **Buildings** in a good state of repair.
2. **You** must tell **Your** insurance **Agent** immediately if **You**
 - stop using the **Property** as **Your** permanent private residence, or
 - regularly leave the **Property** unattended by day or by night.

when **we** receive this notice **we** have the option to change the conditions of this insurance.

3. **You** must tell **Your** Insurance **Agent** before **You** start any conversions, extensions or other structural work to the **Buildings**. When **We** receive this notice **We** have the option to change the conditions of this insurance.
4. The **Policy** will be voidable in the event of mis-representation, mis-description or non-disclosure or any material facts i.e. those circumstances which may influence **Us** in **Our** acceptance or assessment of this insurance. If **You** are in any doubt as to whether a fact is material, please disclose it.

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

Cancellation clause

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your Agent** within 14 days from the day of purchase or the day on which **You** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your Agent** will then refund **Your** premium in full.

If **You** wish to cancel **Your Policy** after 14 days **You** will be entitled to a pro- rata return of premium providing no claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so.

A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **Policy** terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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) Asbestos Exclusion

This insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

c) 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.

d) Biological & Chemical Contamination

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;
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 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 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

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.

f) Existing and Deliberate Damage

We will not pay for loss or damage

1. occurring before cover starts or arising from an event before cover starts.
2. caused deliberately by you, any member of **Your** home or anyone living in the **Property**.
3. due to **Consequential Loss** of any kind or description.

Definitions

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule** to help in identifying these definitions within the **Policy**, **We** have printed them in bold throughout.

Accidental Damage	Sudden and unexpected damage, occurring at a specific time and caused by external means.
Agent	The insurance Agent who placed this insurance on Your behalf.
Bedroom	A room used as or originally designed and built to be a Bedroom even if now used for another purpose.
Buildings	Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by You , or for which You are legally responsible, all being situated at the address(es) in the Republic of Ireland.
Bodily Injury	Death or physical trauma.
Consequential Loss	Any other costs that are directly or indirectly caused by the event which led to Your claim unless specifically stated in this Policy . For example, We will not pay mobile telephone call charges following the loss of a mobile telephone.
Contents	Contents are defined as Household furniture; fittings; Personal Effects and possessions including Valuables , Money , cycles, plus TV aerials, dishes and masts which are the Property of yourself or members of Your Family permanently residing with You or for which You are legally liable. Including Home working equipment and office furniture used by You or Your Family for business or professional purposes when in Your Property , owned by, or the legal responsibility of You or a member of Your Family . In addition We will pay up to €1,000 for visitors Personal Effects when in Your Property unless otherwise insured. For any monetary limits applying, please refer to the Policy wording and Your Schedule .
Cost of Rebuilding	The full cost of reconstruction of the Buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.
Credit Cards	Credit, Cheque, Debit, Charge or Cash Cards held for personal or charitable purposes.
Domestic Employees	Any employee of the insured(s) under a contract of service with You which is solely for private domestic duties, including gardeners, persons carrying out repair, maintenance or decoration

work but excluding contractors or persons employed engaged in any construction/structural work, extensions, roof repairs, demolition or non- maintenance alterations to the **Property**. Independent contractors and/or consultants and/or their employees are also excluded and any other temporary or casual employees.

Endorsement	A specific term, condition or variation to the Policy .
Excess	The first amount of any claim for which You are responsible.
Family	Relatives of the policyholder who are resident in the home at the time of the loss or damage.
Ground Heave	Upward movement or expansion of the site on which the Building stands resulting in damage to the Buildings .
Geographic Limits	Member States of the European Union.
Homeworking Equipment	Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes, up to a maximum limit of €3,000 in total.
Insured / You / Your	The person(s) as specified in the Schedule , or in the event of their death, their legally appointed representative. Your Family (including Your partner and all children) who normally live in the Property .
Insurers / We / Us / Our	UK General Insurance Ltd on behalf of SureStone Insurance dac
Landslip	Downward movement of sloping ground resulting from the action of self- weight stresses and imposed loading exceeding the available strength of the ground.
Money	Personal Money held for private purposes by You or Your Family including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and Money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.
Motor Vehicle	Any mechanically or electrically propelled or assisted conveyance except ride- on lawnmowers or pedestrian controlled vehicles or invalid wheelchairs.
Period of Insurance	The length of time for which this insurance is in force, as shown on the Schedule and all terms, conditions and Endorsements of this insurance.
Personal Effects	Clothing or other items normally carried on or about You , excluding the following:- Valuables, Money , household goods, pedal cycles, sports equipment, items relating to business, camping equipment.
Personal Possessions	Jewellery, Watches, Valuables, Money , household goods, pedal cycles, sports equipment, items relating to business, camping equipment.
Policy	The Policy incorporates the Policy wording, the Schedule and all terms, conditions and Endorsements of this insurance.

Property	The private dwelling, garages and outbuildings used for domestic purposes at the address shown in the Schedule .
Schedule	The Schedule forms part of this insurance and contains details of You , the premises, the sums insured, the Period of Insurance and the sections of this insurance which apply.
Standard Construction	Built of brick, stone or concrete and roofed with slate, tiles, asphalt, metal or concrete.
Subsidence	The downward movement of a site on which the Building stands from causes independent of the Building load.
Sum Insured	The amount as shown in the Schedule and being the maximum amount We will pay in the event of any claim on this Policy .
Uninsurable Risks	Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.
Unoccupied	The Property is deemed to be Unoccupied when it is insufficiently furnished for normal occupation or Unoccupied for more than 30 consecutive days. Unoccupancy is deemed to start from the date that You last vacated the Property , which may pre-date the inception of the insurance granted by this Policy .
Valuables	Articles made from precious metals, jewellery, watches, stamps, medals, Money , photographic equipment, furs, curios, works of art.
Unfurnished	Without sufficient furniture and furnishings for normal living purposes.

SECTION 1 – BUILDINGS

What is covered This insurance covers the Buildings for loss or damage directly caused by	What is not covered We will not pay for
1. Fire, smoke, explosion, lightning, or earthquake	a) loss or damage caused by fireplaces or smog, industrial or agricultural output b) the Excess shown in Your Schedule
2. Storm or flood or weight of snow	a) loss or damage caused by frost b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, fences, swimming pools, tennis courts and hedges c) loss or damage caused by rising water table levels d) caused by water entering Your Property due to wear, tear or deterioration e) the Excess shown in Your Schedule
3. Escape of Water or Oil from, or frost damage to, any fixed water or heating installation or domestic appliance.	a) loss or damage caused by Subsidence, Ground Heave or Landslip other than as covered under paragraph 8 of Section 1 b) loss or damage to the component or appliance from which water or oil escapes c) loss or damage caused by wear and tear, rust or gradual deterioration d) loss or damage to swimming pools e) loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths f) loss or damage while the Property is Unoccupied for more than 30 consecutive days g) loss or damage resulting from accidental overflow of sanitary ware other than as covered under an Accidental Damage extension to the Policy h) loss or damage caused by faulty workmanship i) the first €1,000 of every claim unless specified in the Schedule j) loss or damage caused by the escape of oil from an oil tank installed more than 10years k) smoke damage caused by a fault in any fixed domestic heating installation
4. Theft or attempted Theft caused by violent and forcible entry or exit	a) theft or attempted theft by any person lawfully on the Property b) loss or damage whilst the Buildings are Unoccupied for 30 consecutive days or more c) loss or damage caused by deception, unless deception is used solely to gain entry to Your Property d) the Excess shown in Your Schedule
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them	a) loss or damage to Buildings caused by domestic pets owned by You or a member of Your Family normally residing with You .
6. Riot, civil commotion, labour and political disturbances	a) the Excess shown in Your Schedule

<p>7. Malicious damage or vandalism</p>	<p>a) loss or damage whilst the Buildings are Unoccupied for 30 consecutive days or more</p> <p>b) Malicious damage or vandalism by any tenant or person lawfully on the Property</p> <p>c) the Excess shown in Your Schedule</p>
<p>8. Subsidence, Landslip or heave of the site upon which the Buildings stand</p>	<p>a) loss or damage caused by erosion of any coast or riverbank</p> <p>b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, decks, footpaths, walls, gates and fences, unless the main building is damaged at the same time, by the same cause</p> <p>c) loss or damage caused by structural repairs, alterations, demolitions or extensions</p> <p>d) loss or damage arising from faulty or defective workmanship, designs or materials</p> <p>e) normal settlement, shrinkage or expansion</p> <p>f) the first €2,500 of every claim, unless otherwise specified in the Schedule</p> <p>g) loss or damage that originated prior to the inception of this Policy</p> <p>h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor, or external walls of Your Property are damaged at the same time and by the same cause</p> <p>i) loss or damage to Buildings caused by the action of chemicals, or by any chemical reaction with any material which forms part of the Buildings</p> <p>j) the cost of any experts or contractors You appoint without Our express consent other than those carrying out emergency repairs</p> <p>k) any damage caused by the presence of Pyrite in the building</p>
<p>9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts</p>	<p>a) loss or damage caused by maintenance to trees (including felling, lopping or topping trees)</p> <p>b) loss or damage to gates, hedges and fences</p> <p>c) loss or damage to aerials, dishes and masts</p> <p>d) removal of a branch or tree unless the Buildings are damaged at the same time</p> <p>e) the Excess shown in Your Schedule</p>

Additional Benefits

What is covered This insurance also covers	What is not covered We will not pay
10. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the Property	a) loss or damage whilst the Buildings are Unoccupied , for 30 consecutive days or more b) loss or damage caused by chipping, denting or scratching c) loss or damage to ceramic hobs in free-standing cookers d) the Excess shown in Your Schedule
11. Accidental Damage to underground pipes, cables and services for which You are responsible	a) loss or damage due to wear and tear, gradual deterioration or frost b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs c) the Excess shown in Your Schedule
12. Rent and Alternative Accommodation If the Property is made uninhabitable by damage from any of the perils listed in Section 1, 1-9 of this Policy , We will pay for rent You would have received and rent which continues to be payable by You and the extra cost of comparable alternative accommodation if You occupy the Property but only during the period necessary to reinstate the home to a habitable condition. The work of repair or reinstatement must be done without delay.	a) any amount over 10% of the Sum Insured on the Schedule for the Buildings b) losses incurred in any period exceeding 24 months from the date that the Property became uninhabitable c) loss or damage where a valid claim has not been accepted by Us under Section 1, 1-9.
13. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the Building , following loss or damage caused by any of the perils listed in Section 1-9 of Your Policy	a) any fees charged in the preparation of a claim b) any costs if Government or local authority requirements have been served on You before the loss or damage
14. Expenses incurred by You in locating the source of any water or oil leak causing damage, and subsequent making good of damage and including any resultant increases in meter charges, following loss or damage for which a successful claim has been made under this Policy	a) any amount in excess of €1,000 b) loss or damage to the apparatus from which water or oil has escaped
15. Purchasers Interest If You have contracted to sell the Buildings and the purchaser has not insured the Property before completion, the purchaser will have the contractual right to benefit of Section 1 of this Policy between Exchange of Contracts and completion of the sale provided the purchaser completes the purchase and subject to their being no other insurance in place	
16. Emergency Access/Fire Brigade Charges We will provide cover for damage to the Property caused by forced access by the	a) any amount in excess of €1,500

fire, Police or ambulance services as a result of an emergency	
17. Door Locks We will pay up to €750 in respect of replacement locks for external doors to the Buildings if Your keys are stolen or lost	a) thefts of keys not reported to the Police
18. Accidental Damage to the Buildings in addition to the perils listed in 1 to 11 of this section	a) loss or damage caused by Uninsurable Risks b) loss or damage caused by vermin; fungus; insects or domestic pets c) loss or damage whilst the Buildings are Unoccupied for 30 consecutive days or more d) the cost of normal maintenance e) loss or damage caused by wet or dry rot; faulty workmanship or design f) loss or damage as a result of any building alterations, renovations or repairs g) loss or damage if previously specifically excluded from cover h) loss or damage caused by scratching i) loss or damage to brittle articles j) loss or damage as a result of ingress of water k) the Excess shown in Your Schedule

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Basis of Claims Settlement

If **Your** claim for loss or damage is covered under this **Policy** and the **Buildings Sum Insured** is adequate, **We** will pay the full cost of repair or reinstatement, as long as the **Buildings** are maintained in a good state of repair.

In respect of any claim made under this **Policy**, **Our** liability will:

- not exceed the proportion that the sum(s) **Insured** bears to the full cost of reconstruction of the **Property**, as stated in the **Schedule**.
- not exceed the **Sum Insured** for the **Property**, as stated in the **Schedule**.

If You decide not to repair or reinstate, We will pay the lower of the reduction in value caused by the damage or the cost of repair or reinstatement, less wear and tear.

It is Your responsibility to ensure that, at all times the Buildings Sum Insured reflects the total cost of reinstatement and associated fees.

Where the premium is rated on the number of Bedrooms this condition is automatically satisfied.

If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

SECTION 2 – CONTENTS

This insurance covers **Your Contents** against loss, damage or destruction from any of the perils listed below subject to the specific stated exclusions and the Terms, Conditions and Exclusions of the **Policy**.

It should be noted that cover in respect of high value items contained in the **Property** is limited in total to 30% of the **Sum Insured** under this section subject to a Single Article limit 10% of the **Sum Insured** under this section.

What is covered This insurance covers the Contents for loss or damage caused by	What is not covered We will not pay
1. Fire, smoke, explosion, lightning, or earthquake	a) loss or damage caused by fireplaces or smog, industrial or agricultural output b) the Excess shown in Your Schedule
2. Storm or flood or Weight of snow	a) Contents in the open b) loss or damage caused by frost c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts and hedges d) loss or damage caused by rising water table levels e) loss or damage caused by water entering Your Property due to wear and tear or deterioration f) the Excess shown in Your Schedule
3. Escape of Water or Oil from, or frost damage to, any fixed water or heating installation or domestic appliance.	a) loss or damage caused by Subsidence , heave or Landslip other than as covered under para 8 of Section 2 b) loss or damage to the component or appliance from which water or oil escapes c) loss or damage caused by wear and tear, rust or gradual deterioration d) loss or damage to swimming pools e) loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths f) loss or damage while the Property is Unoccupied for more than 30 consecutive days g) loss or damage resulting from accidental overflow of sanitary ware other than as covered under an Accidental Damage extension to the Policy h) loss or damage caused by faulty workmanship i) the first €1,000 of every claim unless specified in the Schedule j) loss or damage caused by the escape of oil from an oil tank installed more than 10years k) smoke damage caused by a fault in any fixed domestic heating installation
4. Theft or attempted Theft caused by violent and forcible entry or exit	a) theft or attempted theft by any tenant or person lawfully on the Property b) loss or damage caused by deception, unless deception is used solely to enter Your Property c) loss or damage whilst the Buildings are Unoccupied for 30 consecutive days or

	<p>more</p> <p>d) any amount in excess of €1,000 in respect of Contents contained within detached and secured domestic outbuildings and garages, and €500 in respect of Contents in the open</p> <p>e) the Excess shown in Your Schedule</p> <p>f) flowers, plants, shrubs, trees and any growing matter not in pots or containers</p>
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them	<p>a) loss or damage to Contents caused by domestic pets owned by You or a member of Your Household</p> <p>b) the Excess shown in Your Schedule</p>
6. Riot, civil commotion, labour and political disturbances	<p>a) the Excess shown in Your Schedule</p>
7. Malicious damage or vandalism	<p>a) loss or damage whilst the Buildings are Unoccupied for 30 consecutive days or more</p> <p>b) malicious damage or vandalism by any person lawfully on the Property</p> <p>c) the Excess shown in Your Schedule</p>
8. Subsidence, Landslip or heave of the site on which the Buildings stand	<p>a) loss or damage caused by erosion of any coast or riverbank</p> <p>b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time</p> <p>c) loss or damage caused by structural repairs, alterations, demolitions or extensions</p> <p>d) loss or damage arising from faulty or defective workmanship, designs or materials</p> <p>e) normal settlement, shrinkage or expansion</p> <p>f) the first €2,500 of every claim, unless otherwise specified in the Schedule</p> <p>g) loss or damage that originated prior to the commencement of this insurance</p> <p>h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause</p> <p>i) loss or damage to Contents caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the Buildings</p> <p>j) any damage caused by the presence of Pyrite in the building materials</p>
9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts	<p>a) loss or damage caused by maintenance to trees (including felling, lopping or topping trees)</p> <p>b) loss or damage to aerials, dishes and masts</p> <p>c) removal of a branch or tree unless the building has been damaged</p> <p>d) the Excess shown in Your Schedule</p>

Additional Benefits

What is covered	What is not covered Excluding
<p>10. Rent and Alternative Accommodation If Your Property is made uninhabitable by damage from any of the perils listed in Section 2, 1-9 of this Policy</p> <p>We will pay</p> <ul style="list-style-type: none"> • rent which You still have to pay for parts of Your Property which are unfit to live in • additional costs of comparable accommodation until Your Property is fit to live in 	<ul style="list-style-type: none"> a) costs which You incur without Our written permission b) any amount in excess of 10% of the Sum Insured for this section c) losses incurred in any period exceeding 12 months from the date that the Property became uninhabitable d) loss or damage where a valid claim has not been accepted by Us under Section 2, 1-9.
<p>11. Deep Freezer Contents We will pay up to €650 for food in a domestic deep freezer in the Property made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes</p>	<ul style="list-style-type: none"> a) loss or damage from fridges/freezers over 10 years from new b) loss or damage resulting from the deliberate act of the power supply authority c) loss or damage resulting from neglect by Your or Your Household or due to any consequences of strikes, labour or political disturbances
<p>12. Tenants Liability (applicable if the Buildings are rented) Any amount which You become legally liable to pay as a tenant, and not as an owner of the Buildings up to €2,000 of the Contents shown in the Schedule in respect of damage to the Buildings by any of the perils 1-11 of Section 1 of this Policy</p>	
<p>13. Weddings, Birthdays and Christmas The Sum Insured shown in the Schedule for Contents in the Property will be automatically increased by 10% to a maximum of €3,000</p> <ul style="list-style-type: none"> • during the month of any religious festival or celebration and • for 30 days before and after Your Wedding day; and • for 7 days after Your birthday; <p>to cover Christmas, Wedding, birthday or other gifts</p>	
<p>14. Reinstatement of Title Deeds We will pay up to €1,000 in respect of the replacement of title deeds to Your Property if they are lost, destroyed or damaged by any of the perils listed in Section 2, 1-9, of the of this Policy while in Your Property or lodged with Your Solicitor, Bank or Building Society</p>	<ul style="list-style-type: none"> a) loss or damage caused by: Wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority
<p>15. Temporary Removal of Contents Less destruction or damage from any of the perils listed in Section 2,1- 9 of this Policy while temporarily removed from Your Property</p> <ul style="list-style-type: none"> • into a bank night safe, occupied private dwelling or building where any members of Your household are living or carrying on their business within the Geographical Limits • elsewhere within the Geographical Limit 	<ul style="list-style-type: none"> a) theft not involving forcible entry and violent entry to or exit from any Building b) Property removed for sale, or exhibition or to a furniture depository or self storage units The maximum amount payable under this extension is limited to 10% of the Sum Insured on Contents

<p>16. Students in Residence Up to to €2,500 per student and €5,000 in total in respect of Contents whilst a student member of Your Family normally residing with You lives in university halls of residence or in student accommodation. Maximum claim for any single item is limited to €500</p>	<ul style="list-style-type: none"> a) loss or damage as a result of Accidental Damage to any item b) the Excess shown in Your Schedule
<p>17. Personal Money and Credit Cards Loss of personal Money belonging to You or Your Family up to €500 any one loss. Your liability under the terms of the Personal Credit Cards including Cheque, Debit, Charge or Cash Cards, issued in the British Isles to You or Your Family, up to a maximum of €750 any one loss</p>	<ul style="list-style-type: none"> a) the Excess shown in the Schedule b) any loss unless the terms and conditions under which the card is issued have been fulfilled c) losses not reported to the Police and the organization who issued the card within 24 hours of discovery of loss d) any loss as a result of unauthorized use by a member of Your Family or a person residing with You e) loss caused by accounting errors or omissions f) depreciation in value
<p>18. Accidental Damage in the Property to: Audio, hi-fi, television, telecommunication or video equipment but not mobile phones. Computers but not laptop computers, computer software, hand-held computers or electronic toys. Satellite television receiving equipment or television and radio aerials</p>	<ul style="list-style-type: none"> a) loss or damage after the Property has been Unoccupied for more than 30 days b) loss or damage caused by electrical or mechanical breakdown c) loss or damage caused by wear and tear, depreciations, scratching, gradually operating causes, process of cleaning, repair or restoration d) any amount exceeding €2,000 for any single item or set e) the Excess shown in the Schedule
<p>19. Fatal Accident We will pay €5,000 if You or Your partner dies, either separately or together, as a result of an injury in the Property caused by fire or an assault by intruders, within 60 days of the incident</p>	

ADDITIONAL COVER –ONLY APPLICABLE IF SHOWN AS BEING COVERED ON **YOUR SCHEDULE** AND SUBJECT TO PAYMENT OF THE APPROPRIATE ADDITIONAL PREMIUM

What is covered This insurance covers	What is not covered We will not pay for loss or damage
<p>20. Accidental Damage cover to the Contents contained within the Property in addition to those perils as listed in Section 2, 1 to 9</p>	<ul style="list-style-type: none"> a) for loss or damage if previously specifically excluded from cover b) for loss or damage caused by normal wear and tear c) for loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions d) for loss or damage caused by cleaning or making repairs or alterations e) for loss or damage caused by pets f) for loss or damage whilst the Buildings are Unoccupied for 30 days or more g) for loss or damage as a result of mechanical or electrical breakdown h) for loss or damage as a result of ingress of water i) for loss or damage caused by scratching j) for loss or damage caused by pets k) the Excess shown in Your Schedule
<p>21. Personal Belongings Away from Home cover is provided worldwide for up to 30 days in any one Period of Insurance for Accidental loss or damage to Unspecified Articles comprising:</p> <ul style="list-style-type: none"> • Articles of gold, silver, and other precious metals, jewelery , watches, furs, photographic equipment (including accessories), laptops, binoculars, video cameras, clothing, and other portable Personal Effects (other than items detailed in 2 and 3 below). Cover is provided up to a limit of €2,500, and €1,500 for any one item unless specified on Your Policy Schedule • Sports equipment, including sporting guns and wearing apparel used for amateur sports purposes up to a limit of €1,000 any one loss • Mobile telephones up to €250 any one item and any one loss 	<ul style="list-style-type: none"> a) the Excess shown in Your Schedule b) any loss or damage to contact or corneal lenses c) loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container d) documents or securities e) household goods, foodstuffs and domestic appliances f) Property more specifically insured g) sports equipment whilst in use h) activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub- aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering i) collections of stamps, coins and medals j) televisions, audio and audio visual equipment k) theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle l) tools or instruments used or held for business or professional purposes m) loss or damage listed under other exclusions

22. Pedal Cycles

Accidental loss or damage to **Pedal Cycles** owned by **You** or **Your Family** up to €400 per cycle (unless specified on **Your Schedule**)

- a) the **Excess** shown in the **Schedule**
- b) Loss or damage listed under other exclusions
- c) loss or damage while being used for track racing or business purposes
- d) theft while away from the **Property** unless in a building or securely locked to an immovable object
- e) loss of or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time

Basis of Claims Settlement

If **Your** claim for loss or damage is covered under this **Policy** and the **Contents Sum Insured** is adequate, **We** will pay the full cost of repair or reinstatement, of the **Contents** lost or damaged as long as the **Contents** are **Insured** for the full cost of reinstatement.

In respect of any claim made under this **Policy**, **Our** liability will:

- not exceed the proportion that the **Sum(s) Insured** bears to the full cost of reinstatement of **Your Contents**, as stated in the **Schedule**.
- not exceed the **Sum Insured** for the **Your Contents**, as stated in the **Schedule**.

If You decide not to repair or reinstate, we will pay the lower of the reduction in value caused by the damage or the cost of repair or reinstatement, less wear and tear.

It is Your responsibility to ensure that, at all times the Contents Sum Insured reflects the total cost of reinstatement.

Where the premium is rated on the number of Bedrooms this condition is automatically satisfied.

We will make a deduction for wear and tear or gradual deterioration for clothing, furs and linen.

We will not pay for the cost of replacing or repairing any undamaged items or part(s) of items forming part of a set, suite or carpet or other article of a uniform nature, colour, design where the remaining item or items are still usable and the loss or damage occurs:

- Within a clearly identifiable area or to a specific part
- Replacements cannot be matched

Section 3 – Liability

<p>A. Legal Liability to Domestic Employees We will pay for damages and claimants' costs and expenses which You or a member of Your Family become legally liable to pay as compensation for accidental death of or Bodily Injury to or illness or disease of any domestic employee up to €3,000,000 in connection with any one claim or series of claims made against You or Your Family arising out of any one event occurring during the Period of Insurance and arising out of and in the course of employment within the Geographic limits. We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family</p>	<p>Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family</p> <ol style="list-style-type: none"> any agreement unless You would have been liable had the agreement not been made any claim or other proceedings against You or Your Family lodged or prosecuted in a court within the Geographic Limits liability arising from any business (including paid child minding services) or profession liability for death of, Bodily Injury to, or illness or disease of any member of Your Family liability for which compulsory insurance or security is required by any road traffic legislation arising from any structural improvements or alterations to the Building
<p>B. Legal liability to the public Any amounts which You, as</p> <ul style="list-style-type: none"> owner and occupier of the premises or any other building used as a temporary residence private individuals anywhere else in the Republic of Ireland, Great Britain, Northern Ireland, Isle of Man or Channel Islands for 30 consecutive days become legally liable to pay compensation for any accident occurring during the Period of Insurance which causes Bodily Injury to a person or accidental loss of or damage to Property. <p>The most We will pay for any one claim or a number of claims arising out of the one cause is €3,000,000 plus costs that are agreed by Us in advance in writing</p>	<p>Liability directly or indirectly from:</p> <ol style="list-style-type: none"> an agreement which imposes liability which You or a member of Your Family normally residing with You would not have otherwise been under ownership of any kind of land or building any business profession or trade racing ,hunting or playing polo wilful or malicious acts the transmission of Humane Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome and/or any mutant derivative or variation thereof however caused the transmission of any communicable disease, by You or a member of Your Family normally residing with You any kind of pollution and/or contamination other than: 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 Property named in the Schedule reported to Us not later than 60 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 deemed to have happened at the time of such accident <p>Liability arising directly or indirectly from the ownership or use of:</p> <ol style="list-style-type: none"> aircraft (except toys and models) mechanically propelled vehicles

	<p>(except domestic garden implements used within the boundary of the Property, motorised golf buggies, on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)</p> <ul style="list-style-type: none"> k) any trailer caravan or vehicle trailer whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act l) watercraft (except toys and models) sailboards or hovercraft m) firearms (except for shotguns or airguns used for sporting activities) n) dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership possession use or control is not in accordance with the provisions of such regulations o) horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye- Laws made under the Control of Horses Act 1996 or amendments thereto <p>Liability for:</p> <ul style="list-style-type: none"> p) Bodily Injury to a member of Your household or any person permanently residing with You, or to a person under a contract of service or apprenticeship with You or a member of Your Family q) loss or damage to Property owned or held in trust by or in the custody or control of You or a member of Your household or any other person permanently residing with You r) if You are entitled to indemnity under any other insurance
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IN THE EVENT OF A CLAIM PLEASE CONTACT THE CLAIMS HELPLINE ON 01 8022220

Our 24 hour emergency claim helpline is open 24 hours a day, 365 days a year to provide advice and assistance when **You** need it

Please call the claims helpline as soon as **You** can for help and guidance if **You** have experienced a household emergency that may result in a claim under this **Policy**

Our experienced staff will arrange for approved contractors to secure **Your** home and prevent further loss or damage in the event of an emergency.

You are responsible for paying the contractor. However, if the damage is covered by **Your Policy** **We** will refund this amount less the **Policy Excess**.

How to Claim

Your duties

In the event of a claim or possible claim under this **Policy**

1. Check **Your** insurance **Policy** to ensure that the loss or damage that has occurred is covered
2. Call **Our** 24 hour emergency claim helpline service on **01 – 8022220**. **We** will take details of the claim and where appropriate also arrange for an approved contractor to call out to **Your** home to assist **You** in dealing with the damage that has occurred.
3. Inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
4. Provide **Us** with written details of what has happened within 30 days and comply with any other information **We** may require.
5. **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.

Please note that failure to comply with the above may result in reduced settlement, the declination of Your claim in part or in its entirety.

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.

This clause does not apply to fatal injury (section 2, 19).

3. **Fraudulent false or exaggerated claims**

If **You**, or anyone acting on **Your** behalf, makes a claim knowing it to be false fraudulent or exaggerated in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

UK General Insurance Limited are an insurers agent and in the matters of a claim act on behalf of the insurer.

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 and jurisdiction of the Irish Courts.

Customer complaints procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact **Your Agent** who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your policy** cannot be resolved by the end of the next working day, **Your Agent** will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS
Cunningham Lindsey Ireland
Infinity House
South County Business Park
Leopardstown
Dublin 18
Tel: 01 – 8022220

In all correspondence please state that **Your** insurance is provided by UK General Insurance Ltd and quote scheme reference 05232C Dolmen Owner Occupied Insurance **Policy**.

If **Your** complaint about **Your** claim cannot be resolved by the end of the next working day, Cunningham Lindsey will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

If **We** have provided **You** with **Our** final response and **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Services Ombudsman's Bureau (FSOB). The FSOB is an independent body that can arbitrate on complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

Financial Services Ombudsman's Bureau
3rd Floor
Lincoln House
Lincoln Place

Tel No. 1890 88 20 90 or 01 6620899
Fax No 01 6620890
E-mail: enquiries@financialombudsman.ie

Please note that **You** have 15 working days from the date of **Our** final response in which to refer **Your** complaint to the Financial Services Ombudsman's Bureau for investigation. **Your** statutory rights are not affected if **You** choose to follow the complaints procedure above.

Important Note: The Financial Services Ombudsman's Bureau can only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

In all communications the **Policy** number appearing in line one of the **Schedules** should be quoted.

Dolmen Insurance Brokers Limited t/a Dolmen Underwriting is registered in Ireland as a private company limited by shares.
Registration No. 293180. Registered office: 37/44 Butterly Business Park, Artane, Dublin 5, Ireland.

Dolmen Insurance Brokers Ltd t/a Dolmen Underwriting is regulated by The Central Bank of Ireland

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