HOME OWNERS POLICY DOCUMENT

Provided By

DOLMEN

UNDERWRITING

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

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

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

SEVERAL LIABILITY NOTICE

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

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

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

Insurance Act 1990
All monies which become or may become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 by payable and paid in the Republic of Ireland.

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

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

Introduction

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

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

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

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

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

You / your / insured	*The person or persons named in the **schedule** and all members of their family who permanently live in the **home**.*
We / us / our/the insurer	*AXA Insurance dac. (Sections 1 – 8) & HSB Engineering Insurance Limited (Section 9)*
Your Insurance Agent	*The insurance agent who placed this insurance on **your** behalf.*
Schedule	*The **schedule** is 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.*
Endorsement	*A change in the terms and conditions of this insurance.*
Period of insurance	***T**he length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.*
Standard construction	*Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.*
Buildings	• *The **home** and its decorations* • *fixtures and fittings attached to the **home*** • *permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks* ***you** own or for which **you** are legally responsible within the **premises** named in the **schedule**.*
Premises	*The address which is named in the **schedule**.*
Home	*The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.*
Contents	*Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.* ***Contents** includes:* • *tenant's fixtures and fittings* • *radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home*** • *property in the open but within the **premises** up to €650 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)* • ***money** and **credit cards** up to €650 in total* • ***visitors contents** up to €1250 in total* • *deeds and registered bonds and other personal documents up to €750 in total* • ***Wedding & Christmas Gifts** 10% of contents sum insured* • *gold, silver, gold and silver plated articles, jewellery and furs up to €5000 or 20% of the sum insured for **contents** whichever is less, within the private dwelling* • *domestic oil in fixed fuel oil tanks up to €750* ***Contents** does NOT include:* • *motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories* • *any living creature* • *any part of the **buildings*** • *any property held or used for business purposes* • *any property insured under any other insurance.*

Bodily injury — ***Bodily injury*** *includes death or disease.*

Sanitary ware — *Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.*

Valuables

- *jewellery*
- *furs*
- *gold, silver and silver plated articles*
- *pictures.*

Personal possessions — *Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to* ***you***

Personal possessions *does NOT include:*

- ***money*** *and* ***credit cards***
- *pedal cycles.*

Money

- *current legal tender, cheques, postal and money orders*
- *postage stamps not forming part of a stamp collection*
- *savings stamps and savings certificates, travellers' cheques*
- *premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.*

Credit Cards

- ***credit cards****, charge cards, debit cards, bankers cards and cash dispenser cards.*

Ireland — ***Ireland*** *shall mean The Republic of Ireland*

Europe — *'****Europe****' will include:*

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

and journeys between these countries.

Unoccupied — **You** have not been in the **home** overnight

General Conditions applicable to the whole of this insurance

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

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair

2. This **policy** is based on the factual information **you** provided. These facts are represented by the answers you have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate

3. If **you** are not sure whether or not certain facts are important, please ask **us**.
   We have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

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

Cancellation clause

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long his insurance has been in force.

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

General Exclusions applicable to the whole of this insurance

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

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss

2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) **War Exclusion**

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

c) **Date Change Clause**

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

d) **Biological & Chemical Contamination**

1. Loss or destruction of or damage to any property whatsoever, or an loss or expenses whatsoever resulting or arising therefrom or any consequential loss;

2. Any legal liability of whatsoever nature;

3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;
Terrorism; and/or steps taken to prevent, suppress, control or reduce the consequences of an actual attempted, threatened, suspected or perceived terrorism.

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

The causing, occasioning or threatening of harm of whatever nature and by whatever means;
Putting the public or any section of the public in fear;
In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

e) **Electronic Data Exclusion Clause**

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;

2. Any legal liability of whatsoever nature

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

Computer viruses, erasure or corruption of electronic data;
The failure of any equipment to correctly recognise the date or change of date;

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

f) Existing and Deliberate Damage

We will not pay for loss or damage

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

Claims Conditions applicable to the whole of this insurance

Your duties

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

1. **you** must notify **your insurance agent** as soon as reasonably possible giving full details of what has happened.

2. **you** must provide **your insurance agent** with written details of what has happened within 30 days and provide any other information **we** may reasonably require.

3. **you** must immediately forward to **your insurance agent**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.

4. **you** must inform the Gardai as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.

5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.

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

How we deal with your claim

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

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

   This clause does not apply to fatal injury (section two-J).

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

We may take one or more of these actions as well as our other rights:
- **We** will not pay the claim.
- **We** may avoid the policy with effect from the date of the fraudulent claim or fraudulent act
- **We** will not return your premium.

If you commit a fraudulent act on any other policy, then we may:
- cancel this policy
- consider letting the appropriate law enforcement authorities know about the circumstances.

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

IN THE EVENT OF A CLAIM

PLEASE CONTACT THE CLAIMS HELPLINE ON 01 8022220

Section one

Buildings

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

Buildings (continued)

7. collision by any vehicle or animal	a) for loss or damage caused by domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious damage and vandalism	a) for loss or damage while the **home** is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days b) for loss or damage, swimming pools, tennis courts, drives, patios and terraces, gates, fences, hedges lawns, trees shrubs, plants & walls c) by any person lawfully on the premises or any person invited on the premises by you or a member of your household
9. subsidence or heave of the site upon which the **buildings** stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first €2,500 of every claim f) for loss or damage caused by coastal erosion g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions h) for damage caused by bedding down of new structures of settlement of newly made up ground
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) any amount exceeding €2,000 any one loss any item fixed above 35 feet from the ground
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the **premises** b) for loss or damage to gates and fences unless the Private Dwelling House is affected by the same event

Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	**We** will not pay
A) the cost of repairing 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**	a) for loss or damage while the **home** is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days
B) **Damage to Underground Services** The cost of repairing 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	a) for loss or damage due to wear and tear, rust or any gradually operating cause or frost. b) for loss or damage caused by faulty materials, design, workmanship, or as a consequence of any alterations, renovations or repairs
C) • loss of rent due to **you** which **you** are unable to recover • additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for while the **buildings** cannot be lived in following loss or damage which is covered under section one	any amount over 20% of the sum insured for the **buildings** damaged or destroyed
D) 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 building • 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 one	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
E) **Fire Brigade Charges –** We will pay the cost of the charges made on you by a Local Authority in accordance with the Fire Service Act 1981 for Fire Brigade attendance as the result of any incident involving fire affecting the buildings in circumstance which give rise to a valid claim under this policy	More than €1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than €1,000 in total
F) **Trace& Access** We will pay the costs of removing and replacing any part of the buildings necessary to repair a household heating and water system which has caused an escape of water	Loss or damage to the component or appliance from which the water or oil escapes. More than €750
G) **Sale of The Home** anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance

Accidental damage to the buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is covered	What is not covered
This extension covers the following	**We** will not pay
accidental damage to the **buildings**	a) for loss or damage or any proportion of damage which we specifically exclude elsewhere under section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for loss or damage while the home is being altered, repaired, cleaned, maintained or extended d) for loss or damage while the home is lent, let or sublet e) for the cost of general maintenance f) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause g) for loss or damage arising from faulty design, specification, workmanship or materials h) for loss or damage from mechanical or electrical faults or breakdown i) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light) j) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks k) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination l) for any loss or damage to outbuildings and garages which are not of **standard construction** J) for loss or damage while the **home** is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days

Conditions that apply to section one (**buildings**) only

Settling claims

How **we** deal with your claim

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

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

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

Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Contents

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

Contents (continued)

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

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	**We** will not pay
A) accidental damage to • televisions, satellite decoders • audio and video equipment • radios • home computers, video cassette recorders all situated within the **home**	a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling b) for loss or damage to tapes, records, cassettes, discs or computer software c) for mechanical or electrical faults or breakdown d) for loss or damage while the home is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days
B) accidental breakage of • fixed glass and double glazing • **sanitary ware** forming part of the **buildings** which **you** are legally responsible for as a tenant and do not have other insurance for • mirrors • glass tops and fixed glass in furniture • ceramic hobs	a) for the cost of repairing, removing or replacing frames b) for loss or damage while the home is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days
C) the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by: (i) any of the events insured under numbers 1-10 in section two while the **contents** are: • in any occupied private dwelling • in any **buildings** where **you** are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank, safe deposit or furniture store (iii) Accidental Damage cover whilst moving home subject to contents being packed and moved by professional contractors	a) for **contents** outside the **Republic of Ireland** b) for **money** or **credit cards** c) any amount over 20% of the sum insured under section two for **contents** in a furniture store
D) up to twelve months rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage which is covered under section two	any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
E) costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under section two	any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed

What is covered	What is not covered
This section of the insurance also covers	**We** will not pay
F) **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under section two	a) any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings c) for loss or damage arising from subsidence, heave or landslip d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously e) for loss or damage while the **buildings** are not furnished enough to be normally lived in
G) **Loss of Oil** The cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation	a) for loss or damage while the **home** is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days We will not pay more than €750
H) the cost of repairing accidental damage to • domestic oil pipes • underground water-supply pipes • underground sewers, drains and sceptic tanks • underground gas pipes • underground cables which **you** are legally responsible for as tenant only	a) for loss or damage due to wear and tear or any gradually operating cause
I) The accidental death of you and/or your family permanently residing in Your Home as a result of A) Fire, Lightening, Explosion. B) Assault by thieves in the building or on the street C) Travelling as a fare paying passenger in a train, bus , licensed taxi, hackney or airplane where death occurs within three calendar months of when the injury occurred. For the following amounts • €10,000 for each **insured** person over sixteen years of age, • €5,000 for each **insured** person under sixteen years of age, at the time of death	

Contents (continued)

K) **Door Locks** costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of **your** keys	any amount over €650 in total
L) **Fire Brigade Charges** We will pay the cost of the charges made on you by a Local Authority in accordance with the Fire Service Act 1981 for Fire Brigade Attendance as the result of any incident involving fire affecting the buildings in circumstance which give rise to a valid claim under this policy	more than €1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two. W**e** will not pay more than €1,000 in total
M) **Wedding Gifts** The cost of replacing Wedding Gifts if they are lost or damaged by any cause insured under this section while in Your Home for a period of one month after the wedding day of you or a member of You Household	For loss of damage which you/Your Household are covered for under another contract of insurance Any amount over 10% of contents sum insured
N) **Christmas Gifts** The Contents Sum Insured is automatically increased by 10% during the months of December and January	We will not pay more than 10% of contents sum insured
O) **Unauthorised use of Credit Cards** Financial loss resulting from the unauthorised use of bank cash cards, debit cards, charge, cheque and /or credit cards anywhere within the Geographical Limits and Worldwide up to 60 days in any one Period of Insurance	For loss not reported to the issuing organisation within 24 hours of discovery of loss For losses occurring due to the credit card(s) not being used in accordance with the conditions of the use of the issuing house We will not pay more than €1,250

Accidental damage to **contents**

The following applies only if the **schedule** shows that accidental damage to **contents** is included.

What is covered	**What is not covered**
This extension covers	**We** will not pay
accidental damage to the **contents** within the **home**	a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section two b) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon c) for damage caused by chewing, tearing, scratching or fouling by animals d) any amount over €1,000 in total for porcelain, china, glass and other brittle articles e) for **money**, **credit cards**, documents or stamps f) for damage to contact, corneal or micro corneal lenses g) for damage while the **home** is lent, let or sub let h) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause i) for damage arising out of faulty design, specification, workmanship or materials j) for damage from mechanical or electrical faults or breakdown k) for damage caused by dryness, dampness, extremes of temperature and exposure to light l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination J) for loss or damage while the **home** is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days

Conditions that apply to section three (**contents**) only

Settling claims

How **we** deal with your claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two.
   For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
   - the new article is as close as possible to but not an improvement on the original article when it was new;

   and
   - **you** have paid or **we** have authorised the cost of replacement.

   The above basis of settlement will not apply to
   - clothes
   - pedal cycles

   where **we** will take off an amount for wear and tear and depreciation.

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

Your sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

4. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

IN THE EVENT OF A CLAIM

PLEASE CONTACT THE CLAIMS HELPLINE ON 01 8022220

Accidents to Domestic Staff

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

What is covered	What is not covered
We will indemnify **you**	**We** will not indemnify **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 staff employed in connection with the **premises** shown in the **schedule**	for **bodily injury** arising directly or indirectly • from any vehicle in Canada or the United States of America • from any vehicle used for racing, pace making or speed testing • from any communicable disease or condition • in Canada or the United States of America after the total period of stay has exceeded 60 days in the **period of insurance**

Limit of insurance

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

Legal Liability to the Public

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

Part A of this section applies in the following way:

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

What is covered	What is not covered
We will indemnify **you**	**We** will not indemnify **you** for any liability
(i) as owner or occupier 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**, OR (ii) as a private individual for any amounts **you** become legally liable to pay as damages for • **bodily injury** • damage to property caused by an accident happening anywhere in the world during the **period of insurance**	a) for **bodily injury** to • **you** • any other permanent member of the **home** • any person who at the time of sustaining such injury is engaged in **your** service b) for **bodily injury** arising directly or indirectly from any communicable disease or condition c) for damage to property owned by or in the charge or control of • **you** • any other permanent member of the **home** • any person engaged in **your** service d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance** e) rising directly or indirectly out of any profession, occupation, business or employment f) which **you** have assumed under contract and which would not otherwise have attached g) arising out of **your** ownership, possession or use of: i) any motorised or horse drawn vehicle other than: • domestic gardening equipment used within the **premises** and • pedestrian controlled gardening equipment used elsewhere ii) any power-operated lift 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 v) ownership, possession use of discharge of firearms other than Sporting Guns where you or any member of your household is currently authorised by a Fire Arm Certificate under the Firearms Act 1925 and/or subsequent Act(s) in respect of each firearms possession, use or carriage and such firearm(s) are stored separately for ammunition in a safe (**Exclusions** continued over the page)

Legal Liability to the Public (continued)

Part A (continued)

What is covered	What is not covered
	We will not indemnify **you** for any liability
	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 in the **schedule**; and • 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 i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises** j) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

Part B

We will pay for

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

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

Limit of insurance

We will not pay

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

Valuables and personal possessions

What is covered	What is not covered
This insurance covers	**We** will not pay
valuables and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage within the geographical limits shown in the **schedule**	a) for damage caused by moth, vermin, wear and tear or any gradually operating cause b) for damage from electrical or mechanical faults or breakdown c) any amount over €1,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule** d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage to guns caused by rusting or bursting of barrels f) for breakage of any sports equipment whilst in use g) for any loss of or damage to contact, corneal or micro corneal lenses h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision i) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the **schedule** j) any amount over €500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant k) any amount over €2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms

Conditions that apply to section five (**valuables and personal possessions**) only

How **we** deal with your claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.

2. If any insured item consists of articles forming a pair or set with an insured value of €1,000 or over:
   - **we** will not pay for the cost of replacing any undamaged article forming part of such pair or set.
   - **we** will not pay more than a proportion of the insured value of such pair or set.

Your sum insured

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.
   However, if **personal possessions** are lost or damaged away from the **home** we will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Section six

Domestic freezer cover

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

What is covered	What is not covered
Section two of this insurance extends to cover	**We** will not pay
the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action c) for loss or damage while the **home** is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days

Limit of insurance

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

Section seven

Pedal cycle cover

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

What is covered	What is not covered
Section two of this insurance extends to cover the following	**We** will not pay
the cost of repairing or replacing **your** pedal cycles following: • theft or attempted theft • accidental damage anywhere in the **Republic of Ireland**	a) for loss or damage to: • tyres, • lamps, • accessories, unless the cycle is stolen or damaged at the same time b) for loss or damage due to wear and tear or any gradually operating cause c) for damage from mechanical or electrical faults or breakdown d)) for loss or damage while the cycle is used for racing or pace making or is let out on hire or is used other than for private purposes e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft f) more than €1,000

Limit of insurance

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

Money and credit card cover

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

What is covered	What is not covered
Section five of this insurance extends to cover the following • theft or accidental loss of **money** • any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)** within the geographical limits shown in the **schedule,** provided that • within 24 hours of **your** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and • **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**	**We** will not pay a) to make up any shortages due to error or omission b) for loss of value c) for loss or damage while the **home** is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Cyber Protection

Definitions

Where the words below are printed bold in this document or the schedule, they have the meanings shown here.

Business activities
Any activities carried out by **you** or on **your** behalf for business or professional purposes.

Computer system
Any computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

Computer virus
Any malware, program code or programming instruction designed to **damage computer systems**.

Contaminant
An impurity resulting from the mixture or contact of a substance with a foreign substance, including mould, mildew, fungus, spores, diseases, viruses or microorganism of any type, nature, or description.

Cyber event
- malicious deletion, corruption, unauthorised access to, or theft of **data**; or
- **damage** or disruption caused by **computer virus**, **hacking** or **denial of service attack**;

affecting **your home system**.

Cyber operation
The use of a **technology system** by, at the direction of, or under the control of a **state** to:

- disrupt, deny access to or, degrade functionality of a **technology system** and or
- copy, remove, manipulate, deny access to, destroy information in a **technology system**.

Damage
Total or partial loss, physical damage, destruction, or corruption.

Damages
- Financial compensation **you** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **you**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- Third parties' costs and expenses **you** have to pay as a result of a claim being brought against **you**.

Data
Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **computer systems**, but not including software and programs.

Defence costs
Costs and expenses we agree to in writing for investigating, settling or defending a claim against **you**.

Denial of service attack
Malicious and unauthorised attack which overloads any **home system**.

Government
Means government including its intelligence and security services.

Hacking
Unauthorised or malicious access to any **computer system** by electronic means.

Home
The private residence at the address shown in the schedule.

Home system

A **computer system** owned by **you,** or hired, leased or rented to **you** under written conditions.

Impacted state
The **state** in which the **technology system** affected by the **cyber operation** is physically located.

Infectious agent
Any transmissible bacterium, microorganism, virus or other pathogen that induces or is capable of inducing an infectious disease.

Pandemic
A widespread outbreak of a human infectious disease, into at least three countries on two different continents.

Pandemic impact
Any of the following if they are caused by, result from, arise out of or related to a **pandemic**:

- sickness, disability or death;
- civil or military actions or orders, including confiscation; curfews; evictions; quarantines; restricted access to buildings or other property and restricted travel;
- strikes, riots or civil commotion;
- actions taken or refused to be taken by individuals or businesses:
- any other actions, advice or restrictions put in place by either the **government** or competent, local, civil or military authority in order to hinder, defend against or respond to any **infectious agent** or **pandemic** or fear or threat of an **infectious agent** or **pandemic**.

Period of insurance
The period of time, as shown in the schedule, during which **you** are covered by the policy, unless it is cancelled.

Personal data
Information which could identify **you** or allow **your** identity to be stolen or fraud to take place on **you**.

Pollutant
Any solid, liquid, gaseous, biological, radiological, or thermal irritant or **contaminant**, including smoke, vapour, soot, fumes, acid, alkalis, chemicals, vaccines and waste (including materials to be recycled, reconditioned, reclaimed, or disposed of, as well as, nuclear materials).

State
Sovereign state.

Sum insured
The amount shown in the schedule.

Technology system
Any computer, hardware, software, communications system, electronic device (including smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

War
This means:
- the use of physical force by a **state** against another **state** or as part of a civil war, rebellion, revolution or insurrection; and/ or
- 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; whether war be declared or not.

You/ your
The person(s) shown in the schedule and all permanent members of that person's **home**, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.

For Section 3 'Cyber online liability', **you** means the person(s) shown in the schedule and all members of that person's family who permanently live at the **home**.

What we will pay for
Section 1 – Cyber home systems damage

We will pay for the following arising as a result of a **cyber event you** first discover during the **period of insurance**:

a) Home systems restoration
The cost of investigating, reconfiguring and rectifying any **damage** to **your home system**, and restoring **data** (but not the cost to recreate **data** if **you** cannot restore it from other sources).

This does not include the value of **data** to **you**, even if the **data** cannot be restored.

b) Computer virus removal
The cost of locating and removing a **computer virus** from **your home system**; and

c) Professional assistance
The cost of hiring professional consultants to make recommendations on how to prevent **your home system** from being infected by a **computer virus** or to prevent **hacking**.

Section 2 – Cyber crime

We will pay for the following which **you** first discover during the **period of insurance**:

a) Fraud
Your personal financial loss as the result of a fraudulent communication or input, destruction or modification of **data** in any **computer system** which results in:

- money being taken from **your** personal account;
- **your** personal goods, services, property or financial benefit being transferred; or
- any credit arrangement being made with **your personal data**;

as long as **you** have not received any benefit in return. We will not pay for **your** financial loss related to **business activities**.
We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b) Telephone hacking
Your liability to make any payment to **your** telephone service provider as the result of **hacking** into **your home system**.

c) Cyber ransom
The cost of responding, and with our written agreement the payment of a ransom demand, if anyone has or threatens to:
- disrupt your **home system** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

as long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the police.

d) Identity theft assistance
The cost of identity theft assistance, and monitoring **your** credit records, to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your personal data**.

3 – Cyber online liability

We will pay any **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **period of insurance** as a result of:

a) Data privacy
You failing to secure, or prevent unauthorised access to, publication of or use of **data** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

b) Computer virus transmission
You unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus**, **hacking** attack or **denial of service attack** from **your home systems** to a third party; or

c) Defamation and disparagement
Damage to reputation (including that of product) or intellectual property rights being breached as a result of **your** activities online.

How much we will pay

The most we will pay for all claims we accept under this policy in total for the **period of insurance** is the **sum insured**, regardless of the number of claims.
If there is more than one person named in the schedule, the total amount we will pay following a claim will not exceed the amount we would be liable to pay to any one of **you**.

Defence costs

Any **defence costs** we pay will be included within, not in addition to, the **sum insured**.

Paying out the sum insured

For any and all claims arising for the **period of insurance** we may pay the full **sum insured** that applies.

When we have paid the full **sum insured**, we will not pay any further amounts for any claims or for associated **defence costs**.

Conditions

The following conditions apply to the whole of the policy. If **you** do not keep to these conditions and this reduces our legal or financial rights under the policy, we may refuse to pay part or all of **your** claim.

1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under **your** policy **you** must:

- take all reasonable steps and precautions to prevent further **damage** or other loss covered by **your** policy;
- immediately tell the police about any loss or **damage** relating to crime and get a crime reference number;
- tell the person who arranged **your** policy (or us), providing full details, as soon after the incident or circumstances as possible;
- tell the person who arranged **your** policy (or us), providing full details, within 14 days in the case of you knowing about an incident or circumstance that has resulted in or may result in you receiving a claim against you.

In addition **you** must also:

- immediately send us every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under Section 3 - 'Cyber online liability';
- keep any **damaged home systems** and other evidence, and allow us to inspect it;
- co-operate with us fully and provide all the information we need to investigate **your** claim or circumstance;
- give us details of any other insurances **you** may have which may cover loss covered by this policy;
- attempt to recover financial loss relating to **your** claim under Section 2 **–** 'Cyber crime' from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- tell us if **you** recover money from a third party in relation to a claim (**you** may need to give the money to us).

You must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without our written permission.

2. Fraudulent claims

If **you** (or anyone acting for **you**) make a claim knowing that any part of the claim is fraudulent (dishonest, false or exaggerated), we will not pay the claim and we may cancel **your** policy from the time of the fraudulent act relating to **your** claim and we may keep any premium **you** have paid (see 'Our rights to cancel your policy').

3. Enforcing your rights

We may, at our expense, take all necessary steps to enforce **your** rights against any third party. We can do this before or after we pay a claim. **You** must not do anything before or after we pay **your** claim to affect our rights and **you** must give us any help and information we ask for.

You must take reasonable steps to make sure that **you** protect **your** rights to recover amounts from third parties.

4. Protecting data

You must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

5. Controlling defence

We can, but do not have to, take control of investigating, settling or defending any claim made against **you**. We would take this action in **your** name. If necessary, we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint **your** solicitor, but only on a fee basis similar to that of our own solicitor, and only for work done with our permission in writing. We will only defend claims if we think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

6. Other insurances

If there is any other insurance covering **your** claim, we will only pay our share, even if the other insurer refuses to pay the claim.

7. Reasonable care

You must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your** policy.

8. Change in risk

As soon as **you** (or anyone acting for **you**) become aware of any change in circumstance which may affect the policy, **you** must tell us of the change. We will decide if the change alters the risk and if we need to change the terms and conditions of **your** policy including the premium. This applies to any change which arises, whether it is before or during the **period of insurance**, including before we renew **your** policy.

If **you** do not tell us about a change, a claim may be reduced or rejected and in some cases **your** policy might be treated as if it never existed and **you** may not be entitled to a refund of premium.

Your cover will not be affected by any change in circumstance which increases the risk covered by **your** policy and which **you** could not

have known about.

9. Defence software
Your home systems must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

10. Contracts (Rights of Third Parties)
Any person or company who is not named in the schedule has no right to enforce any term of the policy, unless under section 21 of the Consumer Insurance Contracts Act 2019 and/or unless allowed by the law applying to this policy

11. Correct information
You must give us correct information. If you fail to do so and:

- **your** failure was deliberate or reckless, we will treat **your** policy as if it never existed, refuse all claims and keep any premium **you** have paid. If **your** failure occurs during a change to **your** policy we will terminate **your** policy from the date of that change, refuse subsequent claims and keep any premium **you** have paid.
- **your** failure was careless and we would not have issued **your** policy had you told us the correct information, we will treat **your** policy as if it never existed and return any premium **you** have paid. If **your** failure occurs during a change to **your** policy we will treat **your** policy as though the change was not made and where appropriate return any additional premium charged for the change. **You** may want to cancel **your** policy if it does not meet **your** needs (see 'Your rights to cancel your policy').
- **your** failure was careless and we would have insured **you** on different terms had **you** given us correct information, we will;
  (1) alter the terms of **your** policy to those we would have imposed (other than those relating to premium); and
  (2) reduce the amount paid or payable on any claim in proportion to the amount of additional premium we would have charged.

12. Paying the premium
You must pay the premium on or before the start of the **period of insurance**. If **you** do not pay the premium on time, we may cancel the policy (see 'Our rights to cancel your policy').

Exclusions

We will not pay for:

1. Advance fee fraud
Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with an advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

2. Authority actions
Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any action or prosecution against **you** by any statutory or local **government** agency, body or authority or professional or trade licensing organisation acting in its regulatory or official capacity.

3. Bodily injury
Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any actual or alleged personal injury suffered by any person including bodily injury, psychological harm, emotional distress, anguish, trauma, illness, an ailment or death.

This exclusion shall not apply in respect of **damages** and **defence costs** for psychological harm, mental anguish or emotional distress arising from a claim under Section 3 **–** 'Cyber online liability'.

4. Business activities
Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any **business activities**.

5. Circumstances before your policy started
Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- circumstances which existed before any cover provided by **your** policy started, and which **you** knew about;
- claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.

6. Confiscation
Any cost**, damages,** liability, loss or **defence costs** arising from or in connection with **your** property being confiscated or damaged by, or under the order of, any **government**, public or police authority.

7. Excess
Any amount specified as the 'Excess' in the schedule.

8. External network failure
Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with failure or interruption of any:

- gas or water supply; or
- electrical power supply network or telecommunication network;

not owned and operated by **you**.
This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property.
Telecommunication networks include satellite networks, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

9. Infectious agents and pandemics

Any loss**, damage**, cost or expense caused by, either directly or indirectly, in connection with, or any action taken to hinder, defend against or respond to any **infectious agent, pandemic** or **pandemic impact** or the fear or threat (whether actual or perceived) of any **infectious agent**, **pandemic** or **pandemic impact**.

This exclusion applies regardless of any other cause or event that in anyway contributes concurrently or in any sequence to the loss, cost or expense, and regardless whether or not there is any declaration of an outbreak of a **pandemic** by the World Health Organisation or any authorised national or international body or legal jurisdiction.

9. Intentional acts

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any intentional act, or failure to act, by **you** or anyone acting on **your** behalf.

10. Malicious defamation

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

11. Nuclear risks

Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by contributed to or arising from:

- ionising radiation from, or contamination by, radioactivity from any nuclear material, or from burning nuclear material;
- the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them;
- any weapon or device using atomic fission, fusion or similar reaction, or radioactive force or material;
- the radioactive, toxic, explosive or other dangerous properties of any radioactive material; or
- any chemical, biological, bio-chemical or electromagnetic weapon.

12. Other insured parties

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any dispute or claim between **you**.

13. Patent

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with infringement of any patent.

14. Pollution and contamination

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- the presence of **pollutants** or a **contaminant**; or
- the actual discharge, dispersal, release or escape of **pollutants** or a **contaminant**; or
- any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralise in any way respond to or assess the effects of **pollutants** or a **contaminant**.

15. Property damage

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any physical **damage** to any tangible property, unless otherwise covered under Section 1 **–** 'Cyber home systems damage - a) Home systems restoration'.

16. Sanction limitation

Any cost, **damages**, liability, loss or **defence costs** under the policy if doing so would expose us to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

17. Terrorism

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- biological or chemical contamination; or
- any failure in the supply of gas, electricity, water or phone service to **your** home;

which is caused by any **act of terrorism**.

18. War

Any cost, **damages**, liability, loss, **defence costs**, or expenses of any kind:

- directly or indirectly arising from a **war**; or
- arising from a **cyber operation**.

It shall be our responsibility to prove that this exclusion applies. **You** and we will consider such objectively reasonable evidence that is available at the time of a **cyber operation** to determine who it is due to. This may include formal or official statements by the **government** of the **impacted state**

saying that they regard the **cyber operation** is due to another **state** or those acting at its direction or under its control.

Contacting us
Making a claim

When **you** make a claim, it is very important that **you** meet all of the requirements of the policy, particularly condition 1– 'Reporting a claim'. If **you** do not, we may not pay part or all of **your** claim.

You must report **your** claim to either the person who arranged this insurance for **you** or to us at:

Claims Department
HSB Engineering Insurance Limited
28 Windsor Place
Lower Pembroke Street
Dublin 2

Telephone: +1 800 812 363
(Calls to this number are free from a landline or mobile when dialling from the Republic of Ireland)

Email: new.loss@hsbeil.com

Making a complaint

We are committed to providing the highest standards of customer service and treating our customers fairly. If **you** have a complaint, contact the person who arranged this insurance for **you** or contact us at:

The Regional Manager
HSB Engineering Insurance Limited
28 Windsor Place
Lower Pembroke Street
Dublin 2

Telephone: +1 800 812 363
(Calls to this number are free from a landline or mobile when dialling from the Republic of Ireland)

Email: complaintsroi@hsbeil.com

When we receive **your** complaint we will:

- confirm this within five business days;
- pass it to our complaints team to be reviewed; and
- do our best to deal with **your** complaint within 40 business days. If we cannot, we will write to **you** and let **you** know when we will be able to give **you** a final response.

If we cannot resolve your complaint within 40 business days, or you are not happy with our final response, you may be able to complain to the Financial Services and Pensions Ombudsman (FSPO) in Ireland

The FOS is an independent organisation which may be able to review **your** complaint for **you**.

You can contact the FSPO at:

The Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Telephone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

The FSPO's service is available to policyholders who are consumers, which means a person or group of persons, but not an incorporated body with an annual turnover in excess of EUR 3 million in the previous financial year; or incorporated bodies having an annual turnover of EUR 3 million or less in the previous financial year. You can get more information from the FSPO.

If you make a complaint to the FSPO, this will not affect your right to take legal action against us

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

DOL0001 - MINIMUM SECURITY ENDORSEMENT
We will not pay for loss or damage by theft or attempted theft from the Property unless the under noted minimum protections are fitted:
External Doors: Fitted with a five lever mortice deadlock / or a deadlocking night latch / or key operated integral multi point locking system.
Sliding Patio Doors: Fitted with a key operated security lock.
Windows: Fitted with key operated security locks or other effective locking mechanism on all ground and accessible first floor windows (waived if alarm is installed).

DOL0006 – HOTEL & MOTEL ENDORSEMENT
This Insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms unless kept in a locked hotel safe.

DOL0007 - THEFT LIMITATION ENDORSEMENT
This insurance does not cover theft or attempted theft other than as a result of violent or forcible entry or exit to or from the home.

DOL0021 - SUBSIDENCE, LANDSLIP OR HEAVE EXCLUSION ENDORSEMENT
This Insurance does not cover Subsidence or heave of the site upon which the buildings stand or landslip as shown in number 9 of sections one (buildings) and two (contents). Furthermore if this exclusion is applied cover in respect of Alternative Accommodation is excluded.

*D**OL0048 - FLOOD EXCLUSION ENDORSEMENT***
The insurance excludes claims resulting from:
The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir canal, dam;
Inundation from the sea; or
Flood resulting from storm or any other peril other than escape of water from fixed water tanks, apparatus or pipes.

DOL0110 - YOUR BANK AND OR BUILDING SOCIETIES INTEREST ENDORSEMENT

The rights of the bank or building society who provided your mortgage will not be affected by anything you do to increase the risk of loss or damage to the home provided that they were aware of such action. The bank or building society must write and tell us as soon as they become aware of extra premium which you will have to repay them

DOL0144 – CHIMNEY CLAUSE

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

DOL0145 - FLAT ROOF ENDORSEMENT

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

DOL0154a – PERSONAL POSSESSIONS

Valuations are required for items of jewellery/ watches over €3,000.
The original valuation must include -
- The clients name and address, which should match our policy record.
- The valuation must be from an E.U. company and in English Language.
- Value of the individual item(s) including a running total on each a page.
- Name and address of the valuer.
- The date valuation was carried out must be within last 12 months of policy inception
Or being noted mid-terms and then every 5 years.
- a Full description of the item including details such as size, number and type of all main features.
- Model & Serial Number, particular with regards to prestige brands such as Rolex, Ebel, Patek etc.

If the valuation is not received after 30 days from notification of the claim, we reserved the right to refuse the claim.

DOL0165 - SETTINGS & MOUNTINGS CLAUSE (2)

It is a condition that all jewellery / watches valued €10,000 and over are inspected at least once every 2 years by a qualified professional jeweller and any defects immediately rectified and a receipt of the inspection obtained.

DOL0166 - ALARM CLAUSE

This insurance does not cover theft or damage as a result of theft or attempted theft when you have left the premises without an authorised occupant unless:
a) at all such time the intruder alarm has been put into full and effective operation.
b) the intruder alarm provides protection to all external doors and accessible windows.
c) the intruder alarm is to EN 50131 (IS199) standard and is kept in full working order and fully maintained (including its methods of signalling) throughout the period of insurance.

DOL0171 – RIDE ON LAWNMOWER CLAUSE

It is hereby noted and agreed that this insurance excludes theft of the ride on lawnmower specified in the schedule of insurance whilst in the open and must be kept locked to an immovable object whilst in a locked outbuilding.

DOL0203 - RENOVATED CONDITION

It is a condition precedent that any property built prior to 1920 must have undergone a full refurbishment (rewired, replumbed and re-roofed) since 1970 as stated in the policy statement of
fact. In the event of a loss arising under the policy no payment will be made unless this condition precedent has been met.

*Notice to the **insured***

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

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

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

Managing Director
Dolmen Insurance Brokers Ltd T/A Dolmen Underwriting
Butterly Business Park
Artane
Dublin 5
Tel 01 8022300

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

*If, after following the above procedure, **your** complaint has not been resolved to **your** satisfaction, **you** have the right to refer the matter to the Financial Ombudsman Service, at the following address:*
Financial Services Ombudsman
Lincoln House, Lincoln Pl, Dublin 2
Tel No. 01 6620899

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

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