RESIDENTAL LET POLICY DOCUMENT

INSURED BY

IN ASSOCIATION WITH

09 2018

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/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 Let Insurance document.*
*This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.*

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

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

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

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

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*
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** does **NOT** include:* • *property in the open* • *motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories* • *any living creature* • *any part of the **buildings*** • *any property held or used for business purposes* • *any property insured under any other insurance.* • *Money and Credit Cards* • *Deeds, Registered Bonds and other personal documents* • *Gold, Silver, Gold and silver plated articles, jewellery or furs* • *Property of Tenants* • *radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home*** • *domestic oil in fixed fuel oil tanks*

Bodily injury	***Bodily injury*** *includes death or disease.*
Sanitary ware	*Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.*
Ireland	***Ireland*** *shall mean The Republic of Ireland*
Europe	*'**Europe**' will include:* ● *all Mediterranean Islands;* ● *all countries with a Mediterranean shoreline;* ● *the Canary Islands;* ● *Madeira;* *and journeys between these countries.*

General Conditions applicable to the whole of this insurance

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

Your duties

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

2. **You** must tell **your insurance agent** immediately if **you**
   - stop using the **home** as a let property, or
   - regularly leave the **home** 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. Whenever the Insured Property becomes unoccupied it must be inspected internally by either the insured or the insured's representative at least once every seven days.

5. Your insurance will become void if the insured property is let to HSE, County Council referrals or Students without prior written agreement from the Insurer.

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

Cancellation clause

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

2. **You** can also cancel this insurance at any time by writing to **your insurance agent**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

General Exclusions applicable to the whole of this insurance

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

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

2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

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

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

b) **War Exclusion**

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

c) **Date Change Clause**

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

d) **Biological & Chemical Contamination**

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

2. Any legal liability of whatsoever nature;

3. Death or injury to any person;

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

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

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

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

e) **Electronic Data Exclusion Clause**

We will not pay for

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

2. Any legal liability of whatsoever nature

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

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

For the purposes of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.
All other terms and conditions as per the Policy wording.

f) **Existing and Deliberate Damage**

We will not pay for loss or damage

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

Claims Conditions applicable to the whole of this insurance

Your duties

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

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

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

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

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

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

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

How we deal with your claim

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

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

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

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 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 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 caused directly by the tenant c) for loss or damage to, swimming pools, tennis courts, drives, patios and terraces, gates, fences, hedges lawns, trees shrubs, plants & walls d) by any person lawfully on the premises or any person invited on the premises by you or a member of your household or tenant.
9. subsidence or heave of the site upon which the **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) for 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. 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) **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

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.

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

Limit of insurance

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

IN THE EVENT OF A CLAIM

PLEASE CONTACT THE CLAIMS HELP LINE ON 01 8022220

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) loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) or loss or damage while the home is not furnished enough to be normally lived in or unoccupied for more than 35 consecutive days c) for loss or damage caused by You or Your Household or tenant d) any amount over €3,000 or 5% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages

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 or tenant
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion f) for loss or damage caused by bedding down of new structures 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 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
B) 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
C) 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
D) costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of **your** keys	a) any amount over €650 in total

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	**We** will not pay
E) **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
F) **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

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, plus the costs and expenses which **we** have agreed in writing.

Legal Liability to the Public

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

Part A of this section applies in the following way:

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

What is covered	**What is not covered**
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**,	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 (**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.

Untenanted Properties
Special Terms and Conditions.

(a) Whenever the insured residential property becomes untenanted the mains water must be turned off within 14 days

(b) The insured residential property is visited and inspected at least once every 7 days.

(We recommend, for your own protection, that these measures be implemented as soon as possible after you become aware that the property will be or is untenanted.**)**

- **whenever the insured residential property becomes untenanted for 35 days the policy excess will be increased to €500**

If an insured residential property is comprised of more than one residential unit then these conditions and exclusions will apply to that unit or part of the insured residential property which becomes untenanted.

The inspections referred to at **(b)** above must make sure that:

- water remains turned off at the mains
- The Home is inspected internally and externally at least once every seven days by you or your representative and that all mail newspapers flyers and such are removed from the Home and that the Buildings and garden of the Home are maintained in good condition.
- All outside doors are securely locked
- All ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay.
- The buildings remain free of waste materials and fuel.

If the property is broken into or vandalised you must

- immediately make the building safe and secure
- follow the claims procedure set out in this policy and
- keep a record of any necessary work carried out.

*Notice to the **insured***

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

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

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

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

Tel 01 8022300

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

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

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

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

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