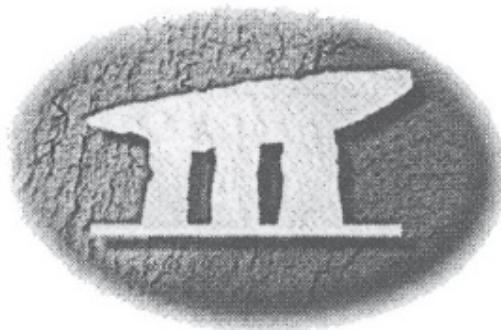


Residential Let Property Insurance Policy

INSURED BY



IN ASSOCIATION WITH



D O L M E N
UNDERWRITING

Welcome to your Residential Let Property Insurance Policy

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Introduction

Your Insurers

This **policy** has been arranged by Dolmen Insurance Brokers Ltd T/A Dolmen Underwriting and is underwritten by UK General Insurance Ltd on behalf of SureStone Insurance d.a.c. SureStone Insurance d.a.c. is registered in Ireland number 340407. Registered Office Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4, Ireland. SureStone Insurance d.a.c. is regulated by the Central Bank of Ireland.

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

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

Your Cover

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

When drawing up this **policy**, **we** have relied on the truthfulness and accuracy of the information and statements which **you** have provided in the proposal/statement of facts on the date shown in the **schedule**. The proposal / statement of facts form the basis of the underwriting of this **policy** of insurance.

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

The proposal form/statement of facts, **schedule**, **policy** wording and any **endorsement** applying to **your schedule** form **your** Residential Let Insurance **policy**. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

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

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

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

The written authority (which number is shown in the **schedule**) allows Dolmen Underwriting to sign and issue this **policy** on behalf of the **insurer** detailed in the authority.

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

Insurance Act 1990

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

Finance Act 1990

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

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

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

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Definitions

Wherever the following words appear in this insurance they will have the meanings shown below and are highlighted in bold;

Accidental Damage	Sudden and unexpected damage occurring at a specific time and caused by external means.
Bedroom	A room used as or originally designed and built to be a bedroom even if now used for another purpose.
Bodily injury	Death or physical trauma.
Buildings	The property , its decorations, fixtures and fittings, 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 at the address named in the schedule in the Republic of Ireland.
Claims helpline	Cunningham Lindsey Ireland, Infinity House, South County Business Park, Leopardstown, Dublin 18.
Consequential loss	Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this policy . For example we will not pay for re-letting costs in the event that a tenant decides to vacate the property following damage which renders the property uninhabitable for a long period of time.
Cost of rebuilding	The full reconstruction of the buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyors fees.
Domestic employees	Any employee of the policy holder under a contract of service with you which is solely for private domestic duties, including gardeners, persons carrying out repair, maintenance or decoration work but excluding contractors or persons employees engaged in any construction/structural work, extensions, roof repairs, demolition or non-maintenance alterations to the property . Independent contractors and/or consultants and/or their employees are also excluded and any other temporary or casual employees.
Endorsement	A change in the terms and conditions of this insurance.
Excess	The first amount of any claim for which you are responsible.
Ground Heave	Upward movement or expansion of the site on which the building stands resulting in damage to the buildings .
Landlord Contents	Household goods, furnishings and appliances within the buildings for which you are legally responsible for and are left in the property for the sole use of the tenant(s) . The definition of Contents does NOT include: <ul style="list-style-type: none">▪ 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 belonging to **your tenants**
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**
- domestic oil in fixed fuel oil tanks

Landslip	Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loading exceeding the available strength of the ground.
Period of insurance	The 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.
Policy	The policy incorporates the policy wording, the schedule and all terms, conditions and endorsements of this insurance.
Property	The private dwelling built of standard construction and the garages and outbuildings used for domestic purposes at the address shown in the schedule .
Schedule	The schedule forms part of this insurance and contains details of you , the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Subsidence	The downward movement of a site on which the building stands from causes independent of the building load.
Sum Insured	The amount as shown in the schedule and being the maximum amount the insurer will pay in the event of any claim on this policy .
Tenant	A person occupying your property by virtue of a residential tenancy agreement .
Tenancy Agreement	A fixed term or Part 4 tenancy agreement complying with the Residential Tenancies Act 2004 directly between the Landlord and Tenant .
Uninsurable risks	Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.
Untenanted	Not lived in by a tenant .
We / us / our/ insurer	UK General Insurance Limited on behalf of Surestone Insurance d.a.c.
White goods	Fridges, freezers, cookers, ovens, microwaves, washing machines, tumble dryers and dishwashers.
You / your / insured	The person or persons named in the schedule .
Your Insurance Agent	The insurance agent who placed this insurance on your behalf.

General Conditions applicable to the whole of this insurance

Your duties

1. **You** must take steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your insurance agent** immediately if **you** stop letting the **property** to a **tenant**. 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 **untenanted** it must be inspected internally and externally 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 RAS or asylum seekers without prior written agreement from the **insurer**.
6. The **policy** will be voidable in the event of mis-representation, mis-description or non-disclosure or any material facts i.e. those circumstances which may influence **us** in **our** acceptance or assessment of this insurance. If **you** are in any doubt as to whether a fact is material, please disclose it.

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

Cancellation

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

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

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **policy** terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **your insurance agent** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when you provided **your insurance agent** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out.

If **we** cancel the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Untenanted Properties

If the buildings as specified in the schedule are to be left untenanted for 14 days or more during the period 1st November to 31st March you must immediately ensure that the gas and water system is turned off and drained at the mains or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees

Celsius. If you fail to comply with this condition, no claim will be entertained arising from escape of water or oil or frost damage to any fixed water or heating installation or domestic appliance.

When the property has been untenanted for 30 consecutive days the policy excess for all sections of cover is increased to €1,000 with the exception of claims for subsidence (€2,500).

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 in condition 4 above must make sure that:

- water remains turned off at the mains.
- the **property** 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 **property** and that the **buildings** and garden of the **property** 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.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

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

b) Asbestos Exclusion

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

c) War Exclusion

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

d) Biological & Chemical Contamination

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

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

Terrorism; and/or

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

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

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

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

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

e) Data Exclusion Clause

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any **consequential loss**;
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - computer viruses, erasure or corruption of electronic data
 - the failure of any equipment to correctly recognise the date or change of date

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

f) Existing and Deliberate Damage

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you**, anyone working on **your** behalf or anyone legally on the premises including any **tenant**

g) Consequential loss of any kind or description

Claims Conditions applicable to the whole of this insurance

IN THE EVENT OF A CLAIM PLEASE CONTACT THE CLAIMS HELPLINE ON 01 8022220

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

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

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

You are responsible for paying the contractor. However, if the damage is covered by **your policy** **we** will refund this amount less the **policy excess**.

Your duties

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

1. Check **your** insurance **policy** to ensure that the loss or damage that has occurred is covered.
2. Call **our** 24 hour emergency claim helpline service on **01 – 8022220**. **We** will take details of the claim and where appropriate also arrange for an approved contractor to call out to **your property** to assist **you** in dealing with the damage that has occurred.
3. Provide **us** with written details of what has happened within 30 days and comply with any other information **we** may require.

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4. **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.
5. **You** must inform the police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
6. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

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

How we deal with your claim

1. Defence of claims

We may

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

2. Other insurance

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

3. Fraudulent false or exaggerated claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this **policy** or return any premium to **you** and we may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Section 1 - Buildings

What is covered This insurance covers the buildings for loss or damage directly caused by	What is not covered We will not pay
1. Fire, smoke, lightning, explosion or earthquake	a) for smoke damage caused by fireplaces or smog from agricultural or industrial operations b) the excess shown in your schedule .
2. Storm, flood or weight of snow	a) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, fences & hedges b) the excess shown in your schedule .
3. Escape of Water or Oil from, or frost damage to, any fixed water or heating installation or domestic appliance.	a) for loss or damage to the component or appliance from which water or oil escapes b) for loss or damage caused by wear and tear, rust or gradual deterioration c) for loss or damage to swimming pools d) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths e) for loss or damage while the property is not furnished enough to be normally lived in or untenanted for more than 30 consecutive days f) for loss or damage resulting from accidental overflow of sanitary ware other than as covered under an accidental damage extension to the policy g) for loss or damage caused by faulty workmanship h) loss or damage caused by subsidence, heave or landslip other than as covered under Section 1, peril 8 i) loss or damage caused by the escape of oil from an oil tank installed more than 10years j) the first €1,000 of every claim.
4. Theft or attempted theft caused by violent and forcible entry or exit	a) for loss or damage while the property is not furnished enough to be normally lived in or untenanted for more than 30 consecutive days b) theft or attempted theft by any tenant or person lawfully on the property c) the excess shown in your schedule .
5. Collision or impact by any animal, vehicle, aircraft or aerial devices including items dropped from them	a) for loss or damage caused by domestic pets b) b) the excess shown in your schedule .
6. Riot, violent disorder, strike, labour disturbance, civil commotion	a) the excess shown in your schedule .
7. Malicious damage or vandalism	a) for loss or damage while the property is not furnished enough to be normally lived in or untenanted for more than 30 consecutive days b) for loss or damage caused directly by the tenant or person lawfully on the property c) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, gates, fences, hedges lawns, trees shrubs, plants & walls d) d) the excess shown in your schedule .

Section 1 - Buildings (continued)

What is covered This insurance covers the buildings for loss or damage directly caused by	What is not covered We will not pay
8. 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 €2500 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 or settlement of newly made up ground i) loss or damage to buildings caused by the action of chemicals, or by any chemical reaction with any material which forms part of the buildings . j) the cost of any experts or contractors you appoint without our express consent other than those carrying out emergency repairs. k) any damage caused by the presence of Pyrite in the building materials.
9. 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 main building is affected by the same event c) the excess shown in your schedule .

Additional Benefits

What is covered This insurance also covers	What is not covered We will not pay
10. Accidental Damage to fixed glass and sanitary ware. The cost of repairing accidental damage to <ul style="list-style-type: none"> ▪ fixed glass and double glazing (including the cost of replacing frames) ▪ sanitary ware ▪ ceramic hobs all forming part of the buildings	a) for loss or damage while the property is not furnished enough to be normally lived in or untenanted for more than 30 consecutive days b) loss or damage caused by chipping, denting or scratching. c) loss or damage to ceramic hobs in free-standing cookers. d) the excess shown in your schedule

Section 1 - Buildings (continued)

What is covered This insurance also covers	What is not covered We will not pay
11. Accidental Damage to underground services. The cost of repairing accidental damage to <ul style="list-style-type: none"> ▪ 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) the excess shown in your schedule .
12. Loss of rent Loss of rent due to you which you are unable to recover and / or additional costs of alternative accommodation for your tenant , which you have to pay for as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1, 1-9 of this policy	a) any amount over 10% of the sum insured shown on the schedule for the buildings b) losses incurred in any period exceeding 24 months from the date that the property became uninhabitable. c) loss or damage where a valid claim has not been accepted by us under Section 1, 1-9.
13. Removal of Debris Expenses you have to pay and which we have agreed in writing for <ul style="list-style-type: none"> ▪ 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 1, 1-9 of this policy 	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.
14. 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	a) more than €1,500 in any period of insurance . If you claim for such loss under Sections 1 and 2, we will not pay more than €1,500 in total.
15. Sale of property Anyone buying the property will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is sooner	a) if the buildings are insured under any other insurance.
16. Door Locks We will pay up to €750 in respect of replacement locks for external doors to the buildings if your keys are stolen or lost.	a) for theft of keys not reported to the Police.
17. Trace and Access We will pay up to €2,500 in order to locate the source and subsequent making good of damage and including any resultant meter charges, following loss or damage for which a successful claim has been made under section 1, peril 3 or peril 11 of this policy .	a) loss or damage to the apparatus from which water or oil has escaped.
18. Basic landlord contents We will pay up to €5,000 for damage caused by perils 1 to 8 under Section 1 to carpets, curtains, blinds and white goods left in the property for the use of the tenant(s)	

ADDITIONAL COVER – only applicable if shown as being covered on your schedule

What is covered This insurance covers the buildings for loss or damage directly caused by	What is not covered We will not pay
19. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 9 of this section	a) loss or damage caused by uninsurable risks b) loss or damage caused by domestic pets c) loss or damage whilst the buildings are untenanted for 30 consecutive days or more. d) the cost of normal maintenance e) loss or damage caused by wet or dry rot; faulty workmanship or design f) loss or damage as a result of any building alterations, renovations or repairs g) loss or damage if previously specifically excluded from cover h) loss or damage caused by scratching i) loss or damage to brittle articles j) loss or damage as a result of ingress of water k) the excess shown in your schedule .

Basis of claims settlement

If **your** claim for loss or damage is covered under Section 1, **we** will pay the full cost of repair, replacement or reinstatement as long as the **buildings** are maintained in a good state of repair.

In respect of any claim made under this **policy our** liability will:

- Not exceed the proportion that the **sum(s) insured** bears to the full cost of reconstruction of the **property** as stated in the **schedule**.
- Not exceed the **sum insured** for the **property** as stated in the **schedule**.

It is **your** responsibility to ensure that at all times the **building sum insured** reflects the total cost of reinstatement and associated fees. Where the premium is rated on the number of **bedrooms** this condition is automatically satisfied.

If the **buildings** have not been maintained in a good state of repair **we** will make a deduction for wear tear or gradual deterioration.

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

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

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.

Please refer to page 8 for details of how to make a claim.

Section 2 – Landlords Contents

What is covered This insurance covers the landlords contents for loss or damage directly caused by	What is not covered We will not pay
1. Fire, smoke, lightning, explosion or earthquake	a) for smoke damage caused by fireplaces or smog from agricultural or industrial operations b) the excess shown in your schedule .
2. Storm, flood or weight of snow	a) for property in the open b) for loss or damage cause by frost c) the excess shown in your schedule .
3. Escape of Water or Oil from, or frost damage to, any fixed water or heating installation or domestic appliance.	a) for loss or damage to the component or appliance from which water or oil escapes b) for loss or damage caused by wear and tear, rust or gradual deterioration c) for loss or damage to swimming pools d) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths e) for loss or damage while the property is not furnished enough to be normally lived in or untenanted for more than 30 consecutive days f) for loss or damage resulting from accidental overflow of sanitary ware other than as covered under an accidental damage extension to the policy g) for loss or damage caused by faulty workmanship h) loss or damage caused by subsidence, heave or landslip other than as covered under Section 2 peril 8 i) loss caused by oil tanks over 10 years old j) for the first €1,000 of every claim.
4. Theft or attempted theft caused by violent and forcible entry or exit	a) or loss or damage while the property is not furnished enough to be normally lived in or untenanted for more than 30 consecutive days b) theft or attempted theft by any tenant or person lawfully on the property c) any amount over €500 in respect of landlords contents contained within detached domestic outbuildings and garages d) the excess shown in your schedule .
5. Collision or impact by any animal, vehicle, aircraft or aerial devices including items dropped from them	a) for loss or damage caused by domestic pets b) the excess shown in your schedule .
6. Riot, violent disorder, strike, labour disturbance, civil commotion	a) the excess shown in your schedule .
7. Malicious damage or vandalism	a) for loss or damage while the property is not furnished enough to be normally lived in or untenanted for more than 30 consecutive days b) for loss or damage caused directly by the tenant or person lawfully on the property c) the excess shown in your schedule .

Landlord Contents (continued)

What is covered	What is not covered
<p>This insurance covers the landlords contents for loss or damage directly caused by</p> <p>8. Subsidence or heave of the site upon which the buildings stand or landslip</p>	<p>We will not pay</p> <ul style="list-style-type: none"> 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 g) for the first €2,500 of every claim h) loss or damage to buildings caused by the action of chemicals, or by any chemical reaction with any material which forms part of the buildings. i) the cost of any experts or contractors you appoint without our express consent other than those carrying out emergency repairs. j) any damage caused by the presence of Pyrite in the building materials.
<p>9. Falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> a) for loss or damage caused by trees being cut down or cut back within the premises b) loss or damage to gates and fences unless the main building is affected by the same event c) the excess shown in your schedule.

Additional Benefits

What is covered	What is not covered
<p>This insurance also covers</p> <p>10) Loss of rent Loss of rent due to you which you are unable to recover and / or additional costs of alternative accommodation for your tenant, which you have to pay for as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2, 1 to 9 of this policy</p>	<p>We will not pay</p> <ul style="list-style-type: none"> a) any amount over 10% of the sum insured shown on the schedule for the landlords contents b) losses incurred in any period exceeding 24 months from the date that the property became uninhabitable c) loss or damage where a valid claim has not been accepted by us under Section 2, 1-9.
<p>11) 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 property in circumstance which give rise to a valid claim under this policy</p>	<ul style="list-style-type: none"> a) more than €1,500 in any period of insurance if you claim for such loss under sections one and two b) more than €1,500 in total.

Basis of claims settlement

If **you** claim for loss or damage to the **landlords contents** **we** will at **our** option repair, replace or reinstate any article covered under Section 2. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

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

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

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

We will not reduce the **sum insured** under Section 2 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 replacing or repairing the **landlords contents** at the time of the loss or damage is more than **your sum insured** for the **landlords 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 **landlords contents**, **we** will only pay one half of the cost of repair or replacement.

We will not pay any more than the **sum insured** for the **Landlords contents** at each **property** shown in the **schedule**.

Please refer to page 8 for details of how to make a claim.

Section 3 – Liability

A. Legal Liability to Domestic Employees

What is covered We will indemnify you	What is not covered We will not indemnify you for
<p>for amounts you become legally liable to pay as damages, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance to your domestic staff employed in connection with the premises shown in the schedule.</p>	<p>a) bodily injury arising directly or indirectly</p> <ul style="list-style-type: none"> ▪ from any vehicle used for racing, pace making or speed testing ▪ from any communicable disease or condition ▪ structural improvements or alterations to the property <p>b) any agreement to assume a liability unless you would have been liable had the agreement not been made</p> <p>c) liability for which compulsory insurance or security is required by any road traffic legislation.</p> <p>d) 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.</p>

B. Legal Liability to the Public

What is covered We will indemnify you	What is not covered We will not indemnify you for any liability
<p>as owner of the property for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> ▪ bodily injury ▪ damage to third party property arising directly and exclusively as a consequence of your ownership of the property during the period of insurance. 	<p>a) for bodily injury to you, any person who is engaged in your service or employment, or is a member of your family or household.</p> <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) for damage to property you own or which is under your custody or control</p> <p>d) arising directly or indirectly out of any profession, occupation, business or employment other than through private letting of the property</p> <p>e) which you have assumed under contract and which would not otherwise have attached</p> <p>f) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i. any motorised or horse drawn carriage whether or not compulsory insurance or security is required by any road traffic legislation other than: <ul style="list-style-type: none"> ▪ domestic gardening equipment operated by anyone over 14 years of age and 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. a caravan whilst being towed v. any animal other than cats, horses, or dogs provided any such dog is of a breed provided for in the Control of

	<p>Dogs (Restriction of certain Dogs) Regulations 1991 and the Control of Dogs Act 1986 or any subsequent laws in relation to such provision</p> <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> ▪ 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; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>i) if you are entitled to indemnity under any other insurance.</p> <p>j) j) 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.</p>
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Law applicable to contract

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

Customer complaints procedure

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

Complaints regarding:

SALE OF THE **POLICY**

Please contact **your** agent who arranged the Insurance on **your** behalf.
If **your** complaint about the sale of **your policy** cannot be resolved by the end of the third working day, **your** agent will pass it to:

Customer Relations Department
UK General Insurance Group Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

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

In all correspondence please state that **your** insurance is provided by UK General Insurance Group Ltd and quote scheme reference 05171E Dolmen Let property Insurance **policy**.

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

Customer Relations Department
UK General Insurance Group Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

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

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

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

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

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

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

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

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

June 17