

HOME INSURANCE



Safehome Options

Policy



WELCOME TO RSA

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RSA CUSTOMER SERVICE

Customer Complaints Procedure

We aim to provide the highest quality of customer service at all times. We are eager therefore to learn about any aspect of our service or products not meeting customer expectations.

If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at RSA.

Our Complaints Procedures ensure that we will respond to complaints within the timelines set out in the Consumer Protection Code. We will acknowledge each complaint in writing within 5 business days and will provide a point of contact for the handling of the complaint.

We will endeavour to resolve complaints quickly but if this is not possible we will provide written updates at intervals of not greater than 20 business days. If the complaint is not resolved within 40 business days we will inform you of the anticipated timeframe for resolution and your right to refer the matter to the Financial Services Ombudsman's Bureau.

If your complaint is not resolved to your satisfaction you may contact our:

- **Customer Complaints Manager**
RSA Insurance Ireland Ltd,
RSA House,
Dundrum Town Centre,
Sandyford Road,
Dublin 16.
Tel: 1890 290 100,
Outside Ireland Tel: + 353 1 290 1000.

In the event of the issue not being resolved you may contact:

- **The Insurance Information Service of Insurance Ireland, Insurance House, 39 Molesworth St, Dublin 2.**
Tel: 01-676 1914

The service can advise you on how to continue further; and may be able to help sort the problem out. Contacting Insurance Ireland will not affect your right to refer your complaint to the Financial Services Ombudsman's Bureau.

You may be eligible to bring your complaint to the Financial Services Ombudsman's Bureau. The details are below:

- **Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.**
Tel: 1890 88 20 90 or 01-662 0899

You may only appeal a Financial Services Ombudsman's Bureau finding to the High Court. We will not bear the cost of an appeal you bring.

SAFEHOME OPTIONS INSURANCE POLICY

This is **Your SafehomeOptions Policy**. PLEASE READ IT CAREFULLY. It sets out the details of the contract **You** have made with **Us**. The **Proposal** or **Statement of Fact** which **You** made to **Us** are incorporated in and form part of this contract. If all material facts are not disclosed the **Policy** may be invalid and no cover may operate.

We confirm that **We** will insure **You** in the terms set out in this **Policy** for any period for which **You** offer **Us Your** premium and **We** accept it.

The **Schedule** and any **Endorsements** are all part of **Your Policy** and shall be considered as one document. Check **Your Schedule** to find out which Sections **You** have insured and read them along with **Your Policy**. **You** should also pay particular attention to the Conditions and Exclusions set out on Pages 29-34 as these apply to all Sections.

Whilst **Your SafehomeOptions Policy** insures **You** against a wide range of contingencies, it does not insure **You** against every possible loss, for example, it is not a maintenance contract, and if the only **Damage** is due to wear, tear or deterioration there is no cover under **Your Policy**. If **Damage** is caused by War Risks, Sonic Bangs, or Radioactive Contamination **You** should contact the appropriate Government Department or other Authority to recover **Your** loss as **Your SafehomeOptions Policy** along with all other Household policies does not insure **You** against these types of **Damage**.

DUTY OF DISCLOSURE

You must tell **Us** immediately of any changes in the information **You** have given **Us** in **Your Proposal Form** or **Statement of Fact** or any alteration in the risk which materially affects this insurance. Failure to disclose all material information could invalidate **Your** insurance which will result in the rejection of a claim leaving **You** unprotected. If **You** are in any doubt whether a fact is material **You** should disclose it (see Condition 4 Alteration in Risk). For example, if **You** make any alteration to **Your** property, which makes losses more likely to happen or more serious if they do or if **You** move house.

COOLING OFF PERIOD

Please read **Your Policy** thoroughly to make sure that it meets all **Your** requirements paying particular attention to **Policy** definitions exclusions and **Endorsements**. If it does not meet **Your** requirements, **You** can send it back to **Us** within 30 days and **We** will refund **Your** premium provided **You** have not made any claim during the 30 day period. Should **You** decide to return the **Policy** to **Us**, **You** will not be able to make a claim at a later date.

SAFEHOME OPTIONS INSURANCE POLICY (CONTINUED)

All monies which become or may become due under this **Policy** will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless **We** specifically say otherwise.

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

Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. **We** propose that the contract will be governed by Irish Law.

Communications between **you** and **us** about this **Policy** will be in English.

The insurer that **you** have entered into a contract with is RSA Insurance Ireland Limited.

RSA is a registered business name of RSA Insurance Ireland Limited (the insurer). RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland. The underwriter is RSA Insurance Ireland Limited which is a member of the RSA Group. RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, company number 148094. Outside Ireland Tel: + 353 1 290 1000



Brian Hughes
Director of Personal Underwriting
RSA Insurance Ireland Limited

DEFINITIONS

Any word listed under “DEFINITIONS” will carry the same meaning wherever it appears in Your Policy in bold print:

DEFINITIONS are listed in Alphabetical Order

Asbestos Containing Materials	Asbestos Containing materials shall mean any material containing Asbestos or Asbestos Dust
Asbestos Dust	Asbestos Dust shall mean fibres or particles of Asbestos
Betterment	Increase in value following repair or replacement
Buildings	The Property and its domestic outbuildings, garages, greenhouses, sanitary fixtures, swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges and fences under 2 metres high, aerials satellites and their fittings and masts, Solar Panels and Heat Exchange Units securely attached to the roof of the Building , including landlords fixtures and fittings to the building, fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their integrated appliances all on the same site.
Contents	<p>All property including Valuables, Clothing, Personal Effects and Money in the Property or its domestic outbuildings, garages or greenhouses owned by any member of Your Household or for which they are legally responsible including aerials, satellite aerials and their fittings and masts Visitors and Domestic Employees Personal Effects not otherwise insured</p> <p>Property Not Covered:</p> <ul style="list-style-type: none"> - Buildings, including Fitted wooden or laminated flooring, built-in kitchen bathroom and bedroom units and their Integrated Appliances unless separately and specifically agreed by the Company - Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories keys or parts - Plants, trees, hedges and shrubs in the garden - Living creatures - Money and stamps belonging to Domestic Employees or paying guests

DEFINITIONS

- Contents (Continued)**
- Securities, certificates (other than savings certificates and documents)
 - Property used or held for business or professional purposes
 - Intellectual property, patents and the like
 - Property more specifically insured by another **Policy**
 - Tenants Contents

Damage	Physical harm immediately caused by an insured peril
Domestic Employees	Any person under a contract of service with You which is solely for private domestic duties including gardeners, persons carrying out repair work, other temporary or casual employees, other than contractors or persons engaged solely for the purposes of demolition, non maintenance alterations, extensions, redecoration or renovations to any part of the Property
Endorsement	An amendment to Your Policy
Excess	<p>The amount shown in Your Schedule which You pay for any one incident resulting in a claim</p> <p>If claims are made under two or more Sections for loss or Damage resulting from the same cause at the same time, only one Excess, the higher Excess will be deducted from the total amount of the claim payment</p> <p>If the amount of the claim is greater than the limit of the Sum Insured in respect of such claim, the Excess will be deducted from such limit</p>
Fees	<p>Architects, surveyors and other professional Fees from persons registered under the Building Control Acts which You have to pay in connection with repairing or reinstating the Buildings</p> <p>Fees not covered:</p> <ul style="list-style-type: none"> - Those which You have to pay to prepare a claim - Those which You incur without Our permission
Geographical Limits	Member States of the European Union
Ground Heave	Upward movement or expansion of the site on which the Building stands due to the removal of load from it or to actions within the site itself.
High Risk Items	Television, Personal Computer; audio and video equipment, electronic games, Jewellery (including watches) and articles of precious metal, clocks, photographic equipment, mobile phones, furs, pictures, works of art, curios and collections.

DEFINITIONS

Holiday Home	The house, bungalow or self-contained purpose-built apartment at the address shown in the Schedule which is not Your main residence and used solely for recreational and non-business purposes.
Integrated Appliances	Devices designed for a specific task which are fitted to or form part of the Buildings or of fittings to the Buildings
Landslip	Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.
Local Authority Requirements	The additional costs You have to pay to meet Local Authority Requirements when repairing or reinstating Damage to the Buildings Costs not covered: Any cost for complying with requirements or regulations of which You are aware before the loss or Damage occurred
Material Fact	Any information or circumstance concerning You the cover or the property to be insured which may affect the Terms or Conditions or the premium payable in respect of the Insurance. If You are in any doubt as to whether the information may be material such information should be disclosed
Money	Cash, bank and currency notes, cheques, Money and postal orders, postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens Property not covered: <ul style="list-style-type: none"> - Securities and certificates (other than savings certificates and documents) - Promotional vouchers, lottery and raffle tickets - Money held for business or professional purposes
Motor Vehicle	Any mechanically or electrically propelled or assisted conveyance, except ride-on lawnmowers or invalid wheelchairs
Period of Insurance	The period starting and ending on those dates shown in Your Schedule and for any following period but only if We accept Your renewal premium
Personal Effects	Property normally worn, carried or used about the person in everyday life.

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 29 - 34)

DEFINITIONS

Policy	The documents consisting of Your Proposal Form , this Policy book, Your Schedule and any Endorsements
Policyholder	Whoever is named in the Schedule as the Policyholder
Proposal	Any information which describes You , any details specific to You or the property and all material information relevant to the cover which You have requested, supplied by You or on Your behalf
Property	The house, bungalow or self contained purpose built apartment at the address shown in the Schedule
Reasonable	Using sound or moderate judgement without making unfair demands
Removal of Debris	Any amount We agree to pay for removing debris, demolishing, propping or shoring up parts of the Buildings which have been damaged
Residential Investment Property	The house, bungalow or self-contained purpose-built apartment at the address shown in the Schedule which is not your main residence and rented to tenants for private living accommodation and non-business occupancy
Schedule	The document which describes You and the Sum Insured and any details of Your Policy that are specific to You
Settlement	The downward movement of the site on which the Building stands due to the application of superimposed loading from the Building .
Statement of Fact:	Any information which describes You , any details specific to You or the Property and all material information relevant to the cover which You have requested, supplied by You or on Your behalf
Storm	Violent atmospheric disturbance with strong winds which is capable of causing Damage to a building which is in sound condition and good repair
Subsidence	The downward movement of a site on which the Buildings stands, from causes unconnected with loading from the Buildings .
Sum Insured	The amount for which each type of property is insured as shown in the Schedule or as notified to You
Unoccupied	Not lived in by You or any member of Your Household or by any other person with Your permission
Valuables	Jewellery (including watches), furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metal

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 29 - 34)

DEFINITIONS

We/Us/Our/ The Company	RSA Insurance Ireland Limited
You/Your	Whoever is named in the Schedule as the Policyholder
Your Household	You, Your family (including Your spouse or defacto spouse and all children and their spouses or defacto spouses) Your Domestic Employees who are resident at the Property at the time of loss or Damage

SECTION I - BUILDINGS

This cover does not apply unless shown on the schedule.

PARAGRAPH I - COVER

We insure the **Buildings** against **Damage** by the following causes:

We will not pay for:

a Fire, Explosion, Lightning, Earthquake

b Smoke

c Escape of water or oil from any fixed water or heating installation or domestic appliance

- The **Excess** shown in the **Schedule**

- Where the **Damage** is caused by escape of water from any fixed water or heating installation or domestic appliance the first €1,000 of each loss, unless a higher **Excess** amount is shown on the **Schedule**, will apply
- **Damage** to the component or appliance from which the water or oil escapes
- Where the **Damage** results in **Subsidence** the first €1,000 of each loss, or higher **Subsidence Excess** as shown on the **Schedule** will apply
- Loss or **Damage** to walls, ceilings and tiles caused by the ingress of water through seals or grouting
- Loss or **Damage** to any fixed domestic heating installation, due to wear and tear; rust or gradual deterioration
- Remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by **Us**
- **Damage** or loss occurring due to **Subsidence or Heave** of the site beneath the **Buildings** or **Landslip** however caused
- Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days

d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

e Falling trees or branches

- **Damage** to tennis courts
- The cost of removing a tree or branch unless the **Buildings** are damaged at the same time

f Falling aerials, satellite aerials, their fittings or masts

- Any loss where **We** make a payment under Section 2 Contents Paragraph 1 Cover f

g Riot, Civil Commotion, Strike, Labour or Political Disturbance

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 29 - 34)

BUILDINGS

We insure the **Buildings** against **Damage** by the following causes:

We will not pay for:

- | | |
|---|--|
| <p>h Damage by Malicious persons or vandals</p> | <ul style="list-style-type: none"> - The Excess shown in the Schedule - Damage caused by You or Your Household or any person lawfully in the Property - Loss or Damage occurring after the Property has been Unoccupied for more than 45 consecutive days |
| <p>i Storm or Flood</p> | <ul style="list-style-type: none"> - Damage to gates, hedges, fences or tennis courts - Damage caused by frost - Loss or Damage due to wear and tear and gradual deterioration - Loss or Damage to roofs constructed with torch-on or bituminous felt or flexible weathering membrane exceeding 10 years of age or other felt exceeding 5 years of age |
| <p>j Subsidence or Ground Heave of the site beneath the Buildings or Landslip</p> | <ul style="list-style-type: none"> - The first €1000 of each claim - Damage to outdoor swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, footpaths, walls, gates or fences unless the Property, or its domestic outbuildings or garages, is damaged at the same time - Damage caused by bedding down of structures or Settlement - Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the external walls of the Property are damaged at the same time - Damage caused by coastal or river erosion - Damage resulting from: <ul style="list-style-type: none"> i demolition or structural repairs or alterations to the Buildings ii faulty workmanship or the use of defective materials in the Buildings |

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 29 - 34)

BUILDINGS

We insure the **Buildings** against **Damage** by the following causes:

k Stealing or attempted stealing

l Accidental Damage

This cover does not apply unless shown on the **Schedule**

m Accidental breakage of glass or sanitary ware fixed to and forming part of **Your Home**

n Rent and Alternative Accommodation
If the **Residential Investment Property** is made uninhabitable by any cause insured by paragraphs a-k **We** will pay

- the rent the **Policyholder** would have received but has lost (including up to two year's ground rent)

We will not pay for:

- The **Excess** shown in the **Schedule**

- Loss or **Damage** caused by **You** or **Your Household** or any person(s) lawfully in the **Property**

- Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days

- **Damage**

a Whilst the **Property** or any part of it is lent to any persons other than a member of **Your Household**

b Whilst the **Property** or any part of it is let to tenants or occupied by paying guests

c Caused by settlement or shrinkage

d Caused by subsidence or ground heave

e Caused by wear and tear

- **Damage** or loss occurring due to **Subsidence** or **Heave** of the site beneath the **Buildings** or **Landslip** however caused

- Any loss or **Damage** specifically excluded elsewhere in Section 1-Buildings

- Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days

- Excluding any amount exceeding 15% of the **Sum Insured** on **Buildings** applicable at the time the loss or **Damage** occurred, subject to any inflation protection adjustment.

- Any loss resulting from delays caused by or directly relating to incorrect Planning or other permissions attaching to the **Buildings** at the time of the loss

- Costs which **You** incur without **Our** written permission

BUILDINGS

We insure the **Buildings** against **Damage** by the following causes:

We will not pay for:

- The **Excess** shown in the **Schedule**

n Rent and Alternative Accommodation (cont'd)

OR

- **Reasonable** additional costs of comparable accommodation incurred by the owner or lessee of the **Residential Investment Property** during the period necessary to restore the **Residential Investment Property** to habitable condition

PARAGRAPH 2 - ADDITIONAL COVER

We also provide insurance for:

We will not pay for:

a **Damage to Underground Services**
Accidental **Damage** to cables or underground services supplying the **Buildings**

- The **Excess** shown in the **Schedule**
- The first €1,000 of each loss, unless a higher **Excess** amount is shown on the **Schedule**, will apply to **Damage** caused to underground water pipes supplying the **Buildings**
- **Damage** which **You** are not legally responsible to repair
- **Damage** by subsidence or ground heave
- **Damage** by wear and tear

b **Water and Heating Installations**
Damage to any fixed domestic water or heating installation caused by freezing

- The first €1,000 of each loss, unless a higher **Excess** amount is shown on the **Schedule**
- Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days

c **Sale of the Home**

If **You** contract to sell the **Buildings**, the purchaser who completes the sale shall have the benefit of the insurance provided by paragraphs a-k in this Section up to the date of completion, provided the **Buildings** are not otherwise insured

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 29 - 34)

BUILDINGS

PARAGRAPH 2 - ADDITIONAL COVER CONTINUED

We also provide insurance for:

We will not pay for:

d Fire Brigade Charges

We will pay the cost of the charges made on You by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for Fire Brigade Attendance as a result of any incident involving fire affecting the Buildings in circumstances which give rise to a valid claim under this Policy

- any amount which We are to pay under SECTION 2 CONTENTS PARAGRAPH 2 ADDITIONAL COVER d

e Trace & Access

We will pay the cost of removing and replacing any part of the Buildings necessary to repair a household heating or water system which has caused an escape of water

- Loss or Damage to the component or appliance from which the water or oil escapes
 - Loss or Damage occurring after the Property has been Unoccupied for more than 45 consecutive days
-

BUILDINGS

PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION I

Index linking

The Buildings Sum Insured may be adjusted monthly in accordance with the House Rebuilding Cost Index prepared by the Department of the Environment.

No additional premium will be charged for these adjustments between the anniversary dates of Your Policy, but the renewal premium will be calculated on the revised Sum Insured as appropriate.

These adjustments may not be sufficient for Your needs and therefore You should not rely on this alone to ensure Your Buildings Sum Insured is adequate. You should periodically review Your own Sums Insured.

Protection after Loss

Following loss or Damage by any cause listed in this Section, the Buildings Sum Insured will be Index Linked for the duration the Buildings are being reinstated, at the same rate that applied at the commencement of Your Policy or last renewal, provided You take all reasonable steps to ensure that the reinstatement is carried out without undue delay.

BUILDINGS

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION I

Provided the **Damage** is covered under **Your Policy**, **We** will settle **Your** claim as explained below subject to the maximum amount payable

- I Where
 - i the damaged parts of the **Buildings** can be repaired or reinstated, and
 - ii The **Property** is in good repair; and
 - iii the **Sum Insured** is not less than the cost of rebuilding the **Buildings**, inclusive of **Fees, Removal of Debris**, and **Local Authority Requirements**
- at our option we will either
- i repair / reinstate or
 - ii pay the full reasonable cost of repair / reinstatement to the **Buildings to you**.

You must provide access to the **Property**, and facilitate an inspection, for **Our** Managed Repair Network of Building Contractors to quote for the cost of repair / reinstatement.

Where **We** opt to repair / reinstate, **We** reserve the right to use **Our** Managed Repair Network of Building Contractors to complete the works and **We** will take responsibility for the satisfactory completion of such works completed by them.

Where **We** agree to pay **You We** reserve the right to make staged payments as works progress and to withhold final payment until all works are complete, final invoice submitted and final inspection completed by **Us** or **Our** Representatives. The percentage of final payment withheld will not exceed 30% of the overall settlement amount.

- 2 If the damaged parts of the **Buildings** cannot be economically repaired or reinstated, **We** will pay the reduction, solely due to the **damage**, in the market value of the **Buildings** prior to the **damage**
- 3 If the **Buildings** are not in good repair, **We** will make a deduction from the settlement for wear; tear; depreciation and/or **betterment**.
- 4 **Under Insurance Clause**
If at the time of the **damage** the **Sum Insured** is less than the full rebuilding cost **We** will pay only for the proportion of the **damage** the **Sum Insured** bears to such cost.
- 5 **Maintenance**
Your Policy does not cover **You** for the cost of gradual deterioration. It is not a maintenance contract. It is a Condition of the **Policy** that **You** keep **Your** property in good order and take **reasonable** steps to avoid loss or **damage**.

Maximum Amount Payable

The maximum amount payable in respect of any one incident (less any **Excess**) is:

- 1 **Buildings** including **Fees, Removal of Debris and Local Authority Requirements** - The **Sum Insured**
- 2 Satellite Aerial - €750
- 3 Fire Brigade Charges - €2,500
- 4 Trace and Access - €750
- 5 Rent and Alternative Accommodation - 15% of **Sum Insured on Buildings**

Provided no payment for these items has been made under the Contents Section

The **Sum Insured on Buildings** will not be reduced following payment of a claim.

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

Insurance is provided for any amounts which **You** become legally liable to pay in respect of:

We will not pay for liability directly or indirectly arising from:

-
- Accidental bodily injury, death, disease or illness of any person arising solely as owner (but not Occupier) of the **Buildings** or the land belonging to the **Property**
 - Accidental loss of or **Damage** to property arising solely as owner (but not Occupier) of the **Buildings** or the land belonging to the **Property**
 - Any injury, death, disease or illness of any member of **Your Household**
 - Loss of or **Damage** to property owned, occupied or in the custody or control of any member of **Your Household**

Limit

We will pay up to €3,000,000 in connection with any one incident inclusive of all costs, expenses and solicitors fees which **You** have to pay, provided **We** confirm **Our** agreement in writing

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC (CONTINUED)

GENERAL EXCLUSIONS TO PARAGRAPH 5

We will not pay for liability directly or indirectly arising from:

-
- An agreement unless the liability would have existed without the agreement
 - **Your** employment, business or profession
 - The use of lifts or mechanically or electrically propelled vehicles (other than gardening equipment)
 - Injury to any person in **Your** employment
 - Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
 - Accidental loss of or **Damage** to property arising out of actual or suspected exposure to Asbestos, **Asbestos Dust** or **Asbestos containing Materials**
 - the ownership possession or use of any Bouncing Castle, inflatable game or Trampoline in or about the **Buildings** unless such item is situated on a soft surface in its own space away from walls trees or fences and attended or supervised by an adult whilst in use and that any compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and that the stays or support of such items are anchored adequately at least 2 metres from the item

If **You** should die, **Your** legal personal representatives will have the protection of this cover

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY
ARE SHOWN ON PAGES 29 - 34)

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC (CONTINUED)

GENERAL EXCLUSIONS TO PARAGRAPH 5 (CONTINUED)

We will not pay for liability directly or indirectly arising from:

-
- the ownership possession or use of swimming pool, hot tub, spa or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and protected or covered whilst not in use
 - The costs of management removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, **Asbestos Dust** or **Asbestos containing Materials**
 - Any incident or incidents where we may become legally liable to pay under SECTION 2 CONTENTS PARAGRAPH 5

If **You** should die, **Your** legal personal representatives will have the protection of this cover

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 29 - 34)

SECTION 2 - CONTENTS

This cover does not apply unless shown on the Schedule.

PARAGRAPH I - COVER

We insure the **Contents** against loss or **Damage** by the following causes while they are in the **Property** or its domestic outbuildings and garages

We will not pay for:

- The **Excess** shown in the **Schedule**
-
- | | |
|--|--|
| <p>a Fire, Explosion, Lightning, Earthquake</p> | |
| <p>b Smoke Damage</p> | |
| <p>c Escape of water or oil from any fixed water or heating installation or domestic appliance</p> | <ul style="list-style-type: none"> - Where the Damage is caused by escape of water from any fixed water or heating installation or domestic appliance the first €1,000 of each loss, unless a higher Excess amount is shown on the Schedule, will apply - Damage to the component or appliance from which the water or oil escapes - Remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by Us - Damage or loss occurring due to Subsidence or Heave of the site beneath the Buildings or Landslip however caused - Loss or Damage occurring after the Property has been Unoccupied for more than 45 consecutive days |
| <p>d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal</p> | <ul style="list-style-type: none"> - Loss or Damage unless the Buildings are damaged at the same time |
| <p>e Falling trees or branches</p> | |
| <p>f Falling aerials, satellite aerials, their fittings or masts</p> | <ul style="list-style-type: none"> - Any loss where We make a payment under Section I Buildings Paragraph I Cover f |
| <p>g Riot, civil commotion, strike, labour or political disturbance</p> | |
| <p>h Damage by Malicious persons or vandals</p> | <ul style="list-style-type: none"> - Damage caused by You or Your Household or any person lawfully in the Property - Loss or Damage occurring after the Property has been Unoccupied for more than 45 consecutive days |
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(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 29 - 34)

CONTENTS

We insure the **Contents** against loss or **Damage** by the following causes while they are in the **Property** or its domestic outbuildings and garages

We will not pay for:

- The **Excess** shown on the **Schedule**

i Storm or Flood

j Subsidence or Ground Heave of the site beneath the **Buildings**, or **Landslip**

- **Damage** caused by bedding down of new structures or settlement of newly made up ground
- **Damage** to solid floor slabs or **Damage** resulting from their movement unless the foundations beneath the external walls of the **Property** are damaged at the same time
- **Damage** caused by coastal or river erosion
- **Damage** resulting from
 - i) demolition or structural repairs or alterations to the **Buildings**
 - ii) faulty workmanship or the use of defective materials in the **Buildings**

k Stealing or attempted stealing

- Loss by deception, unless it is only entry that is gained by deception
- Loss or **Damage** caused by **You** or **Your Household** or any person(s) lawfully in the **Property**
- Loss while the **Property** or any part of it is lent to any persons other than a member of **Your Household** or let to tenants, or occupied by paying guests, unless entry into or exit from the **Property** or its domestic outbuildings or garages is forcible and violent
- Loss of **Money** from the **Property** unless force is used to gain entry into or exit from the **Property**
- Loss of **Money** from outbuildings or garages
- Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days

CONTENTS

We insure the **Contents** against loss or **Damage** by the following causes while they are in the **Property** or its domestic outbuildings and garages

We will not pay for:

-
- | | |
|--|---|
| <p>l Accidental Damage to Contents owned by any member of Your Household or for which they are legally responsible</p> <p>This cover does not apply unless shown on the Schedule</p> | <ul style="list-style-type: none"> - The Excess shown on the Schedule <hr/> <ul style="list-style-type: none"> - Damage caused to Personal Effects and Money - Damage while the Property or any part of it is lent to any persons other than a member of Your Household or let to tenants or occupied by paying guests - Damage caused by Settlement or shrinkage - Deterioration of food - Damage solely caused by mechanical, electrical or computer failures or breakdowns or breakages - Any loss, destruction or Damage specifically excluded elsewhere in Section 2 – Contents - Musical instruments used or held for business or professional purposes - Damage or loss occurring due to Subsidence or Heave of the site beneath the Buildings or Landslip however caused <hr/> |
| <p>m Accidental Damage of mirrors, plate glass tops to furniture and fixed glass in furniture</p> | <ul style="list-style-type: none"> - Loss or Damage occurring after the Property has been Unoccupied for more than 45 consecutive days |

CONTENTS

PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:

- a Contents in the Garden**
Loss of or **Damage** to the **Contents** by any cause insured under this Section occurring within the boundaries of the land belonging to the **Property**
-
- b Loss of Oil**
The cost of oil lost from the domestic heating installation following Accidental **Damage** to any part of the domestic heating installation
-
- c Moving House**
Loss or **Damage** to **Contents** in transit by land from the **Property** for permanent removal to another Property within the **Geographical Limits** by professional removal contractors
-
- d Fire Brigade Charges**
We will pay the cost of the charges levied by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for Fire Brigade Attendance as a result of any incident involving fire affecting the **Contents** in circumstances which give rise to a valid claim under this **Policy**
-
- e Door Locks**
Replacement and installation of locks of any external door of the **Property** or any **garage** or domestic outbuildings or any domestic safe or burglar alarm keyswitch if the keys have been lost or damaged
-

We will not pay for:

- The **Excess** shown on the **Schedule**
-
- Loss of or **Damage** to **Money**
 - Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days
-
- Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days
-
- Loss or **Damage** to china, glass, earthenware and other items of a brittle nature unless they have been packed by professional packers
 - Loss or **Damage** to **Personal Effects**
 - Loss or **Damage** to **Contents** in or in transit to or from any depository
-
- any amount which We are to pay under SECTION 1 BUILDINGS PARAGRAPH 2 ADDITIONAL COVER d
-
- Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days
-

CONTENTS

We also provide cover against:

f Clean up Expenses
The cost of cleaning up expenses, which **You** have to pay, following the escape of oil from the domestic heating installation

g Deep Freezer Contents
Loss of or **Damage** to food in a fridge or domestic deep freezer in the **Property** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. **We** will also pay for loss of or **Damage** to food which has been removed from the deep freezer following an incident **We** insure

We will not pay for:

- The **Excess** shown on the **Schedule**
-
- Landscaping costs
 - **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days
-
- Loss or **Damage** due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority
 - Loss or **Damage** resulting from neglect by **You** or **Your Household** or person(s) lawfully in the **Property**
 - **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days
-

CONTENTS

PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 2

Index Linking

The **Contents Sum Insured** may be adjusted monthly in accordance with the Durable Household Goods Section of the Consumer Price Index.

No additional premium will be charged for these adjustments between the anniversary dates of **Your Policy**, but the renewal premium will be calculated on the revised **Sum Insured** as appropriate.

If the **Contents Sum Insured** was chosen as a percentage of the **Buildings Sum Insured**, **We** will adjust the **Contents Sum Insured** in line with any revised **Buildings Sum Insured**.

These adjustments may not be sufficient for **Your** needs and therefore **You** should not rely on this alone to ensure **Your Contents Sum Insured** is adequate. **You** should periodically review **Your** own **Sums Insured**.

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 2

Following insured **Damage**, **We** will settle **Your** claim as explained below:

- 1 Where the **damage** can be economically repaired, **We** will either arrange or authorise repair
- 2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**
- 3 Where **We** are unable to economically repair or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value
- 4 **We** will make a deduction for wear, tear and depreciation in respect of the following items:
 - clothing, furs, household linen and fabrics
 - TV, audio, video, personal computer, recording equipment and ancillary material including CDs, tapes, records and software.
 - floor coverings
- 5 Under Insurance Clause
If at the time of the loss or **damage** the **Sum Insured** is less than the cost of replacing all the **Contents** as new less an allowance for wear and tear on items included in 4 above **We** will pay only for the proportion of the loss or **damage** which the **Sum Insured** bears to such cost.

CONTENTS

Maximum Amount Payable

The maximum amount payable in respect of any one incident (less any **Excess**) is:

1	Contents	- The Contents Sum Insured shown in the Schedule subject to the following limits: - Money €150 - Satellite Aerials €750 - In garages and domestic outbuildings €1,000 - Deep Freezer Contents €750 - Loss of Oil €1,000
2	Door Locks	- € 500
3	Contents in the Garden	- € 500
4	Clean Up Expenses	- €2,000
5	High Risk Items	- 20% of Contents Sum Insured . - Single Article Limit - 10% of Contents Sum Insured
6	Fire Brigade Charges	- €2,500
7	Moving House	- Any amount up to €10,000

The **Contents Sum Insured** will not be reduced following payment of a claim

CONTENTS

PARAGRAPH 5 - THIRD PARTY LIABILITY

Insurance is provided for any amounts which **You** or any member of **Your Household** become legally liable to pay within the geographical limits in respect of:

We will not pay for liability arising directly or indirectly from:

-
- Accidental bodily injury, death, disease or illness of any person arising:
 - a as occupiers (but not owners) of the **Buildings** or the land belonging to the **Property**
 - b in any other personal capacity
 - c as an employer of any **Domestic Employee**
 - Accidental loss of or **Damage** to property arising:
 - a as occupiers (but not owners) of the **Buildings** or the land belonging to the **Property**
 - b in any other personal capacity
 - c as an employer of any **Domestic Employee**
- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employees**
 - Loss of or **Damage** to property owned in the custody or control of any member of **Your Household**

Limit

We will pay:

up to €3,000,000 in connection with any one incident inclusive of any costs, expenses and solicitors' fees which **You** have to pay, provided **We** confirm **Our** agreement in writing

CONTENTS

GENERAL EXCLUSIONS TO PARAGRAPH 5

We will not pay for liability arising directly or indirectly from:

-
- An agreement unless the liability would have existed without the agreement
 - The employment, business or profession of any member of **Your Household**
 - The transmission of any communicable disease by any member of **Your Household**
 - Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
 - Accidental loss of or **Damage** to Property arising out of actual or suspected exposure to Asbestos, **Asbestos Dust** or **Asbestos containing Materials**
 - The costs of management removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, **Asbestos Dust** or **Asbestos containing Materials**
 - Injury, death, disease or illness (other than to a **Domestic Employee**) or **Damage** arising out of
 - i The ownership of land or **Buildings** by any member of **Your Household**
 - ii The occupation of land or buildings by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Property**
 - iii Any incident or incidents **We** may become legally liable to pay for under SECTION 1 BUILDINGS PARAGRAPH 5
 - iv The use of horses outside the **Buildings**
 - v Mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and invalid wheelchairs), lifts, boats (other than hand propelled boats), hovercraft, jet ski, aircraft, trailers or caravans owned by or in the custody or control of any member of **Your Household**

If **You** or a Member of **Your Household** claiming should die, **You**/their legal personal representatives will have the protection of this Cover

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY
ARE SHOWN ON PAGES 29 - 34)

CONTENTS

GENERAL EXCLUSIONS TO PARAGRAPH 5

We will not pay for liability arising directly or indirectly from:

-
- vi Ownership, possession use or discharge of guns other than sporting guns provided that such firearms are stored separately from ammunition in a safe designed for such use and stored and used solely by the **Policyholder** or carried by an adult authorised by the **Policyholder** and the **Policyholder** is currently authorised by a Firearm Certificate granted under the Firearms Act 1925 and/or subsequent Act(s) in respect of each firearm possession, use or carriage.
 - vii Ownership, possession or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereon if such ownership, possession or use is not in accordance with the provisions of such regulations
 - viii the ownership possession or use of any Bouncing Castle, inflatable game or Trampoline in or about the **Buildings** unless such item is situated on a soft surface in its own space away from walls trees or fences and attended or supervised by an adult whilst in use and that any compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and that the stays or support of such items are anchored adequately at least 2 metres from the item
 - ix the ownership possession or use of swimming pool, hot tub, spa or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and protected and covered whilst not in use
 - x Any incident or incidents where we may become legally liable to pay under section 1 Buildings Paragraph 5

If **You** or a Member of **Your Household** claiming should die, **You**/their legal personal representatives will have the protection of this Cover

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY
ARE SHOWN ON PAGES 29 - 34)

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

These Conditions are precedent to Liability.

1 Notification of a Claim

You must notify **Us** when **You** become aware of a claim under **Your Policy** as soon as possible. If there has been stealing, attempted stealing, vandalism, loss or any malicious act **You**, must tell the Gardai or Local Law Enforcement Agency as soon as possible.

You must at **Your** own expense provide **Us** with all details and evidence **We** reasonably request, including written estimates and proof of ownership and value and it is **Your** responsibility to ensure the accuracy of the claim submitted. Do not dispose of any damaged items until **We** have had the opportunity to inspect them as this may prejudice **Your** claim. Any writs, summons, other legal documents letters of claim or other correspondence served on **You** or any member of **Your Household** in connection with a claim must be sent to **Us** as soon as possible. **You** must not answer this correspondence without **Our** written consent. **We** will not unreasonably withhold **Our** consent.

2 Conduct of the Claim

You must give **Us** whatever information or assistance **We** reasonably request and must not admit, deny, negotiate or promise to pay any claim without **Our** written consent. **We** will not unreasonably withhold **Our** consent. **We** may enter any **Building** where loss or **Damage** has occurred and deal with the salvage.

No property may be abandoned to **Us**.

3 Fraud

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by **You**, any member of **Your Household** or anyone acting on **Your** or their behalf to obtain benefit under **Your Policy**, then all benefits under **Your Policy** will be terminated.

We may let the appropriate Law Enforcement authority know about the circumstances. **We** may declare the **Policy** void and **we** will be entitled to recover from **You** the amount of any claim **We** have already paid under the **Policy**.

4 Alteration in Risk

You must notify **Us** as soon as possible of any alteration in risk which materially affects **Your Policy**.

Material information would include any special feature of **Your** property or any information on relating to a member **Your Household** which makes losses more likely to happen or more serious if they do.

We may reassess **Your Policy** cover and premium following notification of material information. Failure to disclose all material information may result in the wrong terms being quoted, a claim being rejected or reduced, or **Your Policy** being invalid.

Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in additional premium payable by **You** to **Us** of not more than €25, inclusive of levy, then **We** will not charge **You** in respect of such additional premium.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in a return premium due to **You** from **Us** of not more than €25, inclusive of levy, then **We** will not refund **You** in respect of such return premium.

5 Precautions

The electricity supply and wiring systems must be properly installed so as to comply with acceptable safety standards and maintained in a safe condition.

You and any member of **Your Household** must take all **Reasonable** steps to prevent or minimise loss, **Damage** or accidents and maintain the insured property in a sound condition and good repair.

6 Annual Premium Cancellation

We may cancel **Your Policy**.

If **We** cancel **Your Policy**, **We** will write to **You** at **Your** last known address confirming that all cover will cease 14 days after the date of **Our** letter.

You may cancel **Your Policy** by giving **Us** written instructions confirming the required date of cancellation.

If **Your Policy** is cancelled by **You** or **Us**, **You** may be entitled to a refund of premium for any unexpired period of cover less an amount in respect of fixed expenses, if shown on the **Schedule**, provided no claim has been made during the current **Period of Insurance**

7 Monthly Premium Cancellation

Your premium includes an amount for fixed expenses, if shown on the **Schedule**, and is non-refundable.

You may cancel **Your Policy** by giving **Us** written instructions confirming the required date of cancellation.

You should also instruct **Your** Bank to

cancel **Your** direct debit arrangement.

We may cancel **Your Policy**.

If **We** cancel **Your Policy** **We** will write to **You** at **Your** last known address confirming that all cover will cease 14 days after the date of **Our** letter.

If **Your Policy** is cancelled by **You** or **Us**, **You** may be entitled to a refund of premium for any unexpired period of cover less an amount in respect of fixed expenses, if shown on the **Schedule**, provided no claim has been made during the current **Period of Insurance**.

If **Your Policy** is cancelled because **Your** Bank is not prepared to honour **Your** direct debit arrangement on the date it becomes due, all cover under this **Policy** will cease from such date.

We will write to **You** at **Your** last known address.

If **Your Policy** is cancelled under this Condition, **We** will stop applying for **Your** monthly premium.

8 Other Insurance

Where a claim is covered under **Your Policy** and this claim is covered by any other insurance, **We** will only pay **Our** rateable proportion.

9 Subrogation

Before or after **We** pay **You** or the member of **Your Household's** claim under **Your Policy**, **You** or the member of **Your Household** must, if **We** ask **You** to, take or allow **Us** to take in **Your** or the member of **Your Household's** name, all the steps needed to enforce **Your** or the members of **Your Household's** rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name.

We will pay any **Reasonable** costs and expenses involved.

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

We do not insure:

1 Matching of Items

The cost of replacing any undamaged items or parts of items forming part of a set, suite, 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 and
- Replacements cannot be matched

2 Existing and Deliberate Damage

- Any loss or **Damage** occurring before cover starts or arising from an event before cover starts
- Loss or **Damage** caused deliberately by **You** or any member of **Your Household** or any person(s) lawfully in the **Property**

3 Loss of Value

Depreciation or loss in value of property other than that specified in Section 1 – **Buildings**, Paragraph 4 – Claim Settlement, sub-Paragraph 2 if the claim is to be settled on this basis.

4 Wear and Tear, Maintenance, Breakdowns and Gradually Operating Causes

- Wear and tear; rusting or corrosion
- Wet or dry rot, fungus, mildew or any other gradually operating cause
- Frost (other than bursting of water tanks, pipes or appliances caused by freezing) atmospheric or climatic conditions (other than lightning, **Storm**, flood or earthquake)
- **Damage** caused by cleaning,

repairing, restoring, renovating or dyeing

- The cost of maintenance and normal decoration
- Failure of double glazing seals
- Mechanical, electrical or electronic computer failures or breakdowns or breakages
- **Damage** caused by assembling or dismantling of any apparatus

5 Pets, Insects and Vermin

- **Damage** caused by chewing, scratching, tearing or fouling by domestic pets
- **Damage** caused by vermin and insects

6 Loss by Deception

- Loss by deception unless it is only entry into **Your Home** that is gained by deception

7 Defective and Faulty Workmanship

- Loss or **Damage** caused by faulty workmanship
- Loss or **Damage** caused by defective design or the use of defective materials

8 Business Use

- Property used or held for business or professional purposes
- **Money** used or held for business or professional purposes

9 Money, Credit, Charge, Cheque, Debit and Cash Card Losses

- Loss of **Money** not reported to the Gardai or local Law Enforcement Agency within 24 hours of discovery
- Losses of cards not reported to the issuing organisation within 24 hours of discovery

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

10 Consequential Losses

Consequential loss of any kind or description incurred by **You** or any member of **Your Household**

11 Radioactive Contamination, Terrorism and War Risks

Any loss of or **Damage** to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any other source
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war; invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war; rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- d) any act of terrorism

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purpose including the intention to influence any government or to put the public, or

- e) any action in controlling, preventing, suppressing or in any way relating to c) or d) above
- f) the release or threat of release of germs, disease or other chemicals or biological contagions or contaminants
- g) the use or threat of use of any nuclear device or radioactive substance

If **The Company** alleges that by reason of this Exclusion any liability, loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall by **Yours**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

12 Sonic Bangs

Loss or **Damage** caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

13 Property Excluded or More Specifically Insured

- Property more specifically insured by another **Policy**
- Motor vehicles, trailers, caravans, boats, vessels, hovercraft, aircraft and their respective parts or accessories while attached other than motorised gardening equipment

14 Confiscation

Loss or **Damage** by delay, confiscation, detention, seizure or any attempt thereof by any lawful authority

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

15 Electronic Data

Any loss, **Damage**, breakage or destruction to any property or consequential loss or liability directly caused by or contributed to by or arising from:

- the failure or inability of any electronic equipment to correctly recognise any data, correctly capture, save, retain, manipulate, interpret or process any data information, command or instruction whether or not such had been programmed into the equipment
- interruption of or interference with data in electronic equipment resulting in the loss, destruction or corruption transmission or corruption of data
- the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
- unauthorised access to a system or data

Definitions for the purpose of this Exclusion: Data means information represented or stored electronically including but not limited to code, series of instructions, operating systems, software programs and firmware.

16 Pollution or Contamination

Any loss or **Damage** of any kind caused directly by pollution or contamination which

- a) was the result of an intentional act or
- b) was not caused by a sudden incident or
- c) did not occur during any **Period of Insurance**

17 Residential Investment Property

We will not be liable for any **Damage** or loss occurring at the **Residential Investment Property** whilst the **Residential Investment Property** is **Unoccupied** unless:

- a) such unoccupancy is for a period not more than 45 consecutive days
- b) weekly inspections of the **Residential Investment Property** are made by the **Policyholder** or the **Policyholder's** representative
- c) the water; gas and electricity supply must be turned off at the mains unless the Alarm system or Central Heating system is dependant on the supply.
- d) the water and heating system is drained or the **Residential Investment Property** must be fitted with an operating thermostatically controlled heating system, which maintains an air temperature throughout the Residential Investment Property of not less than 5 degrees Centigrade.

We will not be liable for any **Damage** or loss caused by stealing or attempted stealing unless such occurred with forcible and violent entry

We will not be liable for any Accidental **Damage** or loss to **Buildings** or **Contents**

We will not indemnify the **Policyholder** under Section I **Buildings** in respect of any liability at law other than

- a) liability of the **Policyholder** as owner of the **Residential Investment property** and its land
- b) liability of the **Policyholder** as an

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

employer solely for the purpose of the maintenance of or repairs to the **Residential Investment Property** excluding demolition, alterations, extensions or renovations to any part of the **Residential Investment Property**.

18 Holiday Home Insurance

- 1) When not in residence, cover for Stealing or attempted Stealing is excluded on **High Risk Items**
- 2) When the **Holiday Home** is **unoccupied** for more than 48 hours it is a Condition of the insurance that:
 - a) All external doors must be secured with 5 level mortice deadlocks, or equivalent locks
 - b) All accessible windows excluding bedroom windows must be secured with button operated window locks
 - c) Intruder alarms, where installed, must be put into operation
 - d) Weekly inspections, inside and out, of the **Holiday Home** are made by the **Policyholder**, neighbours, relatives or managing agents
 - e) The gas supply is turned off at the mains unless required for central heating
 - f) The water supply is turned off at the mains
- 3) When the **Holiday Home** is **Unoccupied** from 1st November to 31st March annually:
 - a) to e) above the water supply must be turned off at the mains and the water and heating system drained or the **Holiday Home** must be fitted with an operating thermostatically controlled heating system which maintains an air temperature throughout the **Holiday Home** of not less than 5 degrees centigrade

Where the Conditions and Precautions set out in paragraphs 2) and 3) are fully complied with the Exclusion of Loss or **Damage** occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days will not apply

- 4) We will not be liable for any **Damage** or loss caused by stealing or attempted stealing unless such occurred with forcible and violent entry.

MAKING A CLAIM

"WHAT DO I DO IF MY PROPERTY IS LOST OR DAMAGED?"

Naturally **We** hope **You** won't have any accidents or misfortune, but if **You** do, the following advise might be useful.

- Take any emergency action which may be necessary to protect **Your** property from further **Damage** e.g. switch off the gas, electricity and water. If **You** have to arrange for a contractor to carry out emergency work, please keep the repair account which **We** will need to see.
- Telephone **Us** or **Your** usual insurance adviser immediately for advice on **Policy** cover and how to proceed with **Your** claim. **We** would be pleased to hear from **You**.
- Check **Your Policy** wording carefully, to see if the loss or **Damage** is covered. **Your Policy** lists the events (e.g. **Storm** or stealing) which are covered and not covered and also any general exclusions or conditions which apply to **Your** whole **Policy**.
- Remember that **Your Policy** is not a maintenance contract and does not cover any loss or **Damage** caused by normal wear and tear – no Insurance **Policy** does.
- **We** have arranged a 24 hour Emergency Helpline Service. Phone the number below and you will be provided with contact details for contractors or tradesmen to assist you.

Call 01 - 832 8756 any time.

- Please do not dispose of damaged items or carry out any repairs before **We** have had the opportunity to inspect them.
- Report any incident involving loss, stealing, malicious **Damage** or hit and run **Damage** to the Gardai or Local Law Enforcement Agency.
- If someone is making a claim against **You** or any of **Your Household** for any injury to them or **Damage** to their property, **You** must send **Us** full details, in writing, immediately. Any letters or legal documents **You** receive should be sent to **Us**, unanswered, without delay. It is most important that **You** leave **Us** to deal with the matter on **Your** behalf and do not get involved in any correspondence or conversation with the other person.

MAKING A CLAIM

HOW WILL RSA DEAL WITH MY CLAIM?"

Our aim is to deal with **Your** claim promptly, efficiently and fairly. At all times **We** will try to provide **You** with the highest standard of service. If **You** have any comment or complaint or if **Our** service has not met **Your** expectations please do let **Us** know.

Depending on the type of claim and value involved **We** may:

- Contact **You** by telephone or letter to progress **Your** claim.
- Arrange for one of **Our** claims team to personally call on **You**.
- Appoint a Adjuster to deal with **Your** claim on **Our** behalf.
- **We** may appoint **Our** Managed Repair Network of Building Contractors to complete the works and **We** will take responsibility for the satisfactory completion of such works completed by them.

DATA PROTECTION NOTICE

RSA Insurance Ireland Ltd recognise that protecting personal information including sensitive personal information, is very important and **we** recognise that **you** have an interest in how **we** collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that **you** give **us** or has been provided to **us** on **your** behalf. If **you** provide information relating to anyone other than yourself, **you** are responsible for obtaining their consent to the use of their data in the manner outlined below.

What Does RSA do with Your Personal Data

Information **you** provide will be used by RSA for the purposes of processing **your** application and administering **your** insurance **policy**. RSA may need to collect sensitive data relating to **you** (such as medical or health records or convictions) in order to process **your** application and/or any claim made.

All information supplied by **you** will be treated in confidence by RSA and will not be disclosed to any third parties except (a) to **our** agents, sub-contractors and re-insurers (b) to third parties involved in the assessment, administration or investigation of a claim, (c) where **your** consent has

been received or (d) where permitted by law. In order to provide **you** with products and services this information will be held in the data systems of RSA or **our** agents or subcontractors.

RSA may pass **your** information to other companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that **your** information is kept securely and only used for the purposes for which it was provided.

Calls to RSA may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information RSA may at any time:

- Share information about **you** with companies within the RSA Insurance Group, other organisations outside the RSA Group including where applicable private investigators and public bodies including An Garda Síochána;
- Check and / or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

DATA PROTECTION NOTICE

RSA may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **Your Household**;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Insurance Link Database

Information about claims (whether by our customers or third-parties) made under policies that **we** provide is collected by **us** when a claim is made and is placed on an insurance industry database of claims known as **Insurance Link**. This information may be shared with other insurance companies, self insurers or statutory authorities.

Insurance companies share claims data:

- a. to ensure that more than one claim cannot be made for the same personal injury or property **damage**
- b. to check that claims information matches what was provided when insurance cover was taken out
- c. and, when required, to act as a basis for investigating claims when **our** recorded information is incorrect or when **we** suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers.

Guidelines for sharing **your** information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under the *Data Protection Acts 1988 and 2003* **you** have a right to know what information about **you** and **your** previous claims is held on Insurance Link. If **you** wish to exercise this right then please contact us at the address below.

How to contact us

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you** and to seek rectification of any inaccurate data. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to the Data Protection Officer, RSA Insurance Ireland Ltd, Dundrum Town Centre, Sandford Road, Dundrum, Dublin 16.

Consent

By providing **Us** with **Your** information **You** consent to all of **Your** information being used, processed, disclosed and retained as set out above.



RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Telephone: 1890 290 100 Facsimile: (01) 290 1001

RSA is a registered business name of RSA Insurance Ireland Limited. RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland.

It is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.