

Home Insurance for your Holiday Home or Residential Investment Property



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Policy Cover At a Glance

This Insurance is for

- · Your Home Buildings,
- The Contents of Your Home
- Any other insurance risks **You** have specified that have been included in the **Policy Schedule**.

This insurance **Policy** will cover **You** in the event of fire, **Storm**, flood and stealing. **Accidental Damage** only applies if specifically included on the **Policy Schedule**.

Item	Key Covers	Key Exclusions
Buildings (Full details of all covers in Section 1 Buildings) The Home and its domestic outbuildings, garages, drives, footpaths, walls, patios, satellite/aerials	 Fire, Storm & Flood Stealing or attempted stealing Accidental Damage Vandalism Subsidence 	Accidental Damage excluded when the property is lent or let Loss or Damage occurring after Your Home has been Unoccupied for more than 45 days Gradual ingress / seepage of water Wear & tear Storm cover does not apply to fences & gates
Contents (Full details of all covers in Section 2 Contents) All Contents of Your Home owned by any member of Your Household or for which they are responsible	 Fire, Storm & Flood Stealing or attempted stealing High Risk Items covered for 20% of the Contents Sum Insured with 10% of the Contents as a single article limit Contents in the garden 	Wear and tear Accidental Damage and stealing when Your property is lent or let Loss or Damage occurring after Your Home has been Unoccupied for more than 45 days Gradual ingress /seepage of water

Full details of all Terms, Conditions and Exclusions are contained in this document under the relevant Section.

Policy Cover At a Glance (continued)

Item	Key Benefits	Key Exclusions and reasons why claims are not paid
Benefits that apply to the Whole Policy	 Liability Nil surcharge if premium is paid by monthly instalment 24hr emergency help line service Cooling off period of 30 days Total High Risk Items up to 20% of Contents Sum Insured 	Wear & Tear as Your Policy is not a maintenance contract Storm damage to fences and gates Defective and faulty workmanship Loss or Damage occurring after Your Home has been Unoccupied for more than 45 days Matching of items If you have not disclosed previous claims or convictions this may invalidate Your Policy

How to change/cancel your cover - (see page 31 for full details)

If **You** need to make any changes to the detail of **Your Policy** or if **You** have any further queries, simply call **Us** on LoCall - 1890 608 608.

Should **You** wish to cancel **Your Policy You** may do so by giving seven days notice in writing to Bank of Ireland Insurance Services Ltd. or calling Bank of Ireland Insurance Services Ltd. on 1890 608 608. Note Calls are recorded.

Making a claim - (see page 41 for full details)

Should **You** need to make a claim please inform Bank of Ireland Insurance Services Claims Unit at RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16. Telephone 1890 608 608, Facsimile (01) 671 7541 as soon as possible for advice on how to proceed with **Your** claim.

Holiday Home and Residential Investment Property

The Contract of Insurance

Thank you for choosing Bank of Ireland for your home insurance needs.

The **Policy** is evidence of the contract between the insurer RSA Insurance Ireland DAC and **You**, the **Policyholder**.

The **Policy**, the **Schedule** and any **Endorsements** are to be read as one document and any word or expression used with a specific meaning appears in bold text and has the same meaning wherever it appears.

The insurer will provide under those Sections which are shown in the **Schedule** the insurance described in the **Policy** during any **Period of Insurance**.

The Conditions which appear in the **Policy** or in any **Endorsement** are part of the contract and must be complied with. They are where their nature permits Conditions precedent to your right to recover under the **Policy**.

This **Policy** provides wide cover but no insurance policy can protect **You** against every loss. For example, **You** cannot claim when the only damage is wear, tear or deterioration caused by normal everyday use.

Home Insurance is arranged by Bank of Ireland Insurance Services Limited. Bank of Ireland Insurance Services Limited is a member of the Bank of Ireland Group. Bank of Ireland Insurance Services Limited is regulated by the Central Bank of Ireland. Bank of Ireland Home Insurance is underwritten by RSA Insurance Ireland DAC. Bank of Ireland Insurance Services Limited is tied to RSA Insurance Ireland DAC for the purpose of selling Home Insurance. Bank of Ireland is regulated by the Central Bank of Ireland.

RSA Insurance Ireland DAC will manage claims.
RSA Insurance Ireland DAC underwrite **Your** insurance **Policy**.

Bank of Ireland Insurance Services Ltd. P.O. Box 382, Tuam Road, Galway.

Telephone 1890 608 608 Facsimile (01) 236 1740

Holiday Home and Residential Investment Property

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 DAC.

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.

Tel: 1890 290 100. Outside Ireland Tel:+ 353 1 290 1000

Ken Norgrove

Chief Executive Officer

RSA Insurance Ireland DAC

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. 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 Bank of Ireland Insurance Services Limited on 1890 608 608 immediately, or write to The Customer Services Manager at;

Bank of Ireland Insurance Services Limited

PO Box 382

Tuam Road

Galway.

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.

Holiday Home and Residential Investment Property

This is Your Policy which covers Your Holiday Home or Residential Investment Property as declared by You.

It sets out the details of the contract **You** have made with **Us**. The **Proposal** or Declaration which **You** made to **Us** are incorporated in and form part of this contract.

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 33-39 as these apply to all Sections.

Cooling Off Period

Please read **Your Policy** thoroughly to make sure that it meets all **Your** requirements. If it does not, **You** can send it back to **Us** within 30 days, and **We** will not charge **You** any 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.

Duty of Disclosure

You must tell Us immediately of any changes in the information You have given Us in Your Proposal or any alteration in risk which materially affects this insurance. Failure to disclose all material information could invalidate Your insurance which may leave 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.

Section 1 Buildings

Section 1 – Buildings

This cover does not apply unless shown on the Schedule.

The Maximum Amounts Payable under Paragraphs 1 and 2 of this Section are shown on Page 14

PARAGRAPH 1 - COVER

We insure the Buildings against Damage by the following causes:	We will not pay for: - The Excess shown in the Schedule
a Fire, Explosion, Lightning, Earthquake	 Damage caused by the direct application of heat
b Smoke	
c Escape of water or oil from any fixed water or heating installation or domestic appliance	 Damage to the component or appliance from which the water or oil escapes Loss or Damage to walls, ceilings and/or tiles caused by the gradual ingress or seepage of water from shower units, baths, permanently sited hot tubs, saunas or other sanitary fixtures Loss or Damage to any fixed domestic heating installation, due to wear and tear, rus or gradual deterioration Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days Remediation to a standard which will pose a risk to health or property or carried out by a contract or not approved by Us
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	
h Malicious persons or vandals	 Damage caused by You or Your Househol or any person lawfully in the Home
	 Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days
i Storm or Flood	 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 exceeding 10 years of age or other felt exceeding 5 years of age
j Subsidence or Ground Heave of the site beneath the Buildings or Landslip	The first €1000 of each claim Damage to outdoor swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges or fences unless Your Home, or its domestic outbuildings or garages, is damaged at the same time

	e insure the Buildings against the following uses:	We will not pay for: The Excess shown in the Schedule		
j	Subsidence or Ground Heave of the site beneath the Buildings or Landslip (continued)	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 Your Home 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 if faulty workmanship or the use of defective materials in the Buildings		
k	Stealing or attempted stealing	Loss or Damage caused by You or Your Household or Resident Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days		
-	Rent and Alternative Accommodation If the Residential 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) Reasonable additional costs of comparable accommodation incurred by the owner or lessee of the Residential Property during the period necessary to restore the	- Excluding any amount exceeding 10% 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		
	Residential Property to habitable condition			
m 1	Accidental Damage Accidental Damage This cover does not apply unless shown on the Schedule	- Damage a Whilst Your Home or any part of it is lent to any persons other than a member of Your Household b Whilst Your Home or any part of it is let to tenants or occupied by paying guests c Caused by Settlement or shrinkage - Any loss or Damage specifically excluded elsewhere in Section 1 – Buildings		
2	Accidental breakage of glass or sanitary ware fixed to and forming part of Your Home	Damage occurring while Your Home has been left Unoccupied for more than 45 consecutive days		
P	ARAGRAPH 2 - ADDITIONAL COVE	:R		
W	e also provide insurance for:	We will not pay for: The Excess shown in the Schedule		
а	Damage to Underground Services Accidental Damage to cables or underground services supplying the Buildings	- Damage which You are not legally responsible to repair		
b	Water and Heating Installations Damage to any fixed domestic water or heating installation caused by freezing	- Damage occurring while Your Home has been left Unoccupied for more than 45 consecutive days		

PARAGRAPH 2 - ADDITIONAL COVER

We also provide insurance for:

We will not pay for:
The Excess shown in the Schedule

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

 Any amount which We are to pay under Section 2 Contents Paragraph 2 Additional Cover d

- 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**
- 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
- Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days

PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 1

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.

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 1

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

- 1 Where
 - i the damaged parts of the Buildings can be repaired or reinstated, and
 - ii Your Home 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 of the Buildings to You.

You must provide access to Your Home, 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

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 1 (CONTINUED)

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 Sum Insured is not less than the cost of rebuilding the Buildings or the Buildings are not in good repair, We will make a deduction from the settlement for wear, tear, depreciation and/or Betterment.
- 4 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:.

Buildings including Fees, Removal of Debris and Local Authority Requirement - The Sum Insured

3 Fire Brigade Charges - €2,000

4 Trace and Access

- €700 - 10% of the **Sum**

Authority Requirements
2 Satellite Aerial

- €700

5 Rent and Alternative - 10% of the **Sum**Accommodation Insured on **Buildings**

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

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

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

 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 Home

 Accidental loss of or Damage to property arising solely as owner (but not Occupier) of the Buildings or the land belonging to the Home

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

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

- 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
- 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

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC (CONTINUED)

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:
	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.

Section 2 Contents

Section 2 - Contents

This cover does not apply unless shown on the Schedule.

The Maximum Amounts Payable under Paragraphs 1 and 2 of this Section are shown on Page 20

PARAGRAPH 1 - COVER

We insure the Contents against loss or	We will not pay for:
Damage by the following causes while they are in Your Home or its domestic outbuildings and garages	. ,
	- The Excess shown in the Schedule
a Fire, Explosion, Lightning, Earthquake	 Damage caused by the direct application of heat
b Smoke	
c Escape of water or oil from any fixed water or heating installation or domestic appliance	 Damage to the component or appliance from which the water or oil escapes Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days Remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by Us
d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal	Loss or Damage unless the Buildings are damaged at the same time
e Falling trees or branches	
f Falling aerials, satellite aerials, their fittings or masts	- Any loss where We make a payment under Section 1 Buildings Paragraph 1 Cover f
g Riot, Civil Commotion, Strike, Labour or Political Disturbance	
h Malicious persons or vandals	Damage caused by You or Your Household or persons lawfully in the Home Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days
i Storm or Flood	- Deep Freezer contents
j Subsidence or Ground Heave of the site beneath the Buildings, or Landslip	- The first €1000 of each claim - Damage caused by bedding down of structures or Settlement of made up ground - Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the external walls of Your Home 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

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

We will not pay for:

- The Excess shown in the Schedule

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
- Loss while Your Home or any part of it is lent to any persons other than to a member of Your Household or let to tenants, or occupied by paying guests, unless force is used to gain entry into or exit from Your Home or its domestic outbuildings or garages
- Loss of Money from Your Home unless force is used to gain entry into or exit from Your Home
- Loss of Money from outbuildings or garages
- Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days
- i Accidental Damage to Contents owned by any member of Your Household or for which they are responsible

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

Damage

- a Whilst **Your Home** or any part of it is lent to any persons other than a member of **Your Household**
- b Whilst **Your Home** or any part of it is let to tenants or occupied by paying guests
- c Caused by **Settlement** or shrinkage
- d Caused solely by mechanical, electrical or computer failures or breakdowns or breakages
- e Caused to Personal Effects and Money
- f Deterioration of food
- g Any loss or **Damage** specifically excluded elsewhere in Section 2 Contents
- ii Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture

Damage occurring while Your Home has been left Unoccupied for more than 45 consecutive days

PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:

We will not pay for:

- The Excess shown on the Schedule
- 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 Your Home
- Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days
- Loss of or Damage to Money
- 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
- Loss occurring after Your Home has been Unoccupied for more than 45 consecutive days
- c Moving House Loss or Damage to Contents in transit by land from Your Home for permanent removal to another Home within the Geographical Limits by professional removal contractors
- 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 **Contents** in or in transit to or from any depository

PARAGRAPH 2 - ADDITIONAL COVER (continued)

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

We will not pay for:

- The Excess shown in the Schedule

- 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
- Any amount which **We** are to pay under Section 1 Buildings Paragraph 2 Additional Cover d
- e Door Locks
 Replacement and installation of locks of any
 external door of **Your Home** or any garage
 or domestic outbuildings or any domestic
 safe or burglar alarm keyswitch if the keys
 have been lost or damaged
- Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days

- 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
- Landscaping costs
- Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days

a Reinstatement of Title Deeds

The cost of replacing the Title Deeds to **Your Home** if they are lost or damaged by any cause insured under this Section while in **Your Home** or lodged with **Your** Building Society, Bank or Solicitor

PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 2

Index Linkina

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.

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
- 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
- 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 Where **We** have offered repair or replacement but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount **We** would have paid had the item been repaired or replaced

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 2 (continued)

- 5 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, computer, recording equipment and ancillary material including CDs, tapes, records and software
 - floor coverings
- 6 Where the replacement or repair of any item results in an increase in the value of that item or 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 household linen and clothing **We** may make a deduction in respect of **Betterment**

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 €130 Satellite Aerials €700
2 Door Locks	- €400
3 Contents in the Garden	- €400
4 Clean Up Expenses	- €2,000
5 High Risks Items	- 20% of Contents Sum Insured
	 Single Article Limit 10% of Contents Sum Insured
6 Fire Brigade Charges	- €2,000
7 Reinstatement of Title Deeds-	- €700

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

PARAGRAPH 5 - THIRD PARTY LIABILITY

Insurance is provided for any amounts which **You** or any member of **Your Household** become legally liable to pay 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 Home
 - b in any other personal capacity
 - c as an employer of any **Domestic Employee** in the Republic of Ireland or

 Worldwide during a temporary visit
- Accidental loss of or **Damage** to property arising:
 - a as Occupiers (but not owners) of the Buildings or the land belonging to the Home
 - b in any other personal capacity
 - c as an employer of any **Domestic Employee** in the Republic of Ireland or
 Worldwide during a temporary visit under
 45 days duration Limit

- Any injury, death, disease or illness of any member of Your Household other than Your Domestic Employees
- Loss of or Damage to property owned or in the custody or control of any member of Your Household
- Any incident or incidents where We may become legally liable to pay under Section 1 Buildings Paragraph 5
- 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/transmissible/ infectious 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

GENERAL EXCLUSIONS TO PARAGRAPH 5 (continued)

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

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

- 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 Home
- iii Any incident or incidents where **We** may become legally liable to pay under Section1 Buildings Paragraph 5
- iv The use of horses outside the Home
- v Mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and invalid wheelchairs), lifts, boats (other than hand propelled boats), hovercraft, jetski, aircraft, trailers or caravans owned by or in the custody or control of any member of Your Household
- vi Ownership, possession or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereof if such ownership, possession or use is not in accordance with the provisions of such regulations
- vii 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.

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

Definitions of terms used in Your Policy

Definitions

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

Definitions are listed in A	Alphabetical Order				
Accidental Damage	Damage immediately caused by external means other than a deliberate act of the Policyholder				
Asbestos	Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals				
Asbestos Containing Material	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 Home and its domestic outbuildings, garages, greenhouses, sanitary fixtures, swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges, fences, aerials, satellite aerials and fittings and masts, including landlords fixtures and fittings to the Buildings , fitted wooden or laminated flooring, kitchen, bathroom and bedroom units and their Integrated Appliances all on the same site				
Contents	All property including Valuables, Clothing, Personal Effects and Money in Your Home or its domestic outbuildings, garages or greenhouses owned by any member of Your Household or for which they are legally responsible				
	Fixtures and fittings for which You are responsible as Occupier of the Buildings including aerials, satellite aerials and their fittings and masts				
	Visitors and Domestic Employees Personal Effects not otherwise insured				
	Property Not Covered: - Buildings including fitted wooden or laminated flooring built-in kitchen, bathroom and bedroom units and their Integrated Appliances - Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached - Plants, trees and shrubs in the garden				
	 Living creatures Money and stamps belonging to Resident Domestic Employees or paying guests Securities, certificates (other than savings certificates and 				
	documents) Property used or held for business or professional purposes Property more specifically insured by another Policy				
Damage	Physical harm immediately caused by an insured peril				
Domestic Employee	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 Home				
Endorsement	An amendment to Your Policy				
Excess	The amount shown in Your Schedule which You pay for any one incident resulting in a claim				

Definitions (continued)

	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 will be deducted from the total amount of the claim payment			
	If the amount of the claim is in excess of the limit of the Sum Insured in respect of such claim, the Excess will be deducted from such limit			
Family	The spouse, de facto spouse, children (including adopted and foster children) parents or other relatives of the Policyholder who normally reside in the Home			
Fees	Architects, surveyors and other professional Fees which You have to pay in connection with repairing or reinstating the Buildings			
	Fees not covered: - 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, jewellery and articles of precious metal, clocks, watches, photographic equipment, mobile phones, furs, pictures, works of art, curios and collections.			
Holiday Home	A 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.			
Home	The house, bungalow or self-contained purpose built apartment at the address shown in the Schedule			
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 effect 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: - 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			

Definitions (continued)

Occupier	Someone who lives in the Home with the owners permission or has legal control over the Home			
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			
Policy	The documents consisting of Your Proposal , this Policy booklet, 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			
Reasonable	Using sound or moderate judgement without making unfair deman			
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			
Resident	The owner, lessee or tenant of any apartment, house, maisonette or self contained purpose built apartment at the address shown in the Schedule and any member of such person's Family normally living in the Residential Property			
Residential Investment Property	A 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			
Residential Property	Any house, maisonette or self contained purpose built apartment together with its garages and domestic outbuildings of which We have been advised and accepted the risk			
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 Buildings stand due to the application of superimposed loading from the Buildings			
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, watches, furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metal			
We/Us/Our/ The Company	RSA Insurance Ireland DAC			
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) who normally live with You, Your resident Domestic Employees			

Conditions which apply to the whole Policy

Conditions Which Apply to the Whole Policy

1 Notification of a Claim

You must notify Us when You become aware of a claim under Your Policy as soon as possible (Refer to Page 37). 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.

Do not dispose of any damaged items until **We** have had the opportunity to inspect them.

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 but 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 lost.

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 member of **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 €3, inclusive of levy, then **We** will not charge **You** in respect of such additional premium.

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 €3, 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

You may cancel Your Policy by giving Bank of Ireland Insurance Services Ltd. written instructions or by calling Bank of Ireland Insurance Services Ltd. on 1890 608 608. Note Calls are recorded.

1890 608 608. Note Calls are recorded.

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 either by You or Us, You will receive a full refund of premium for any unexpired period of cover provided no claim has been made during the current period of insurance.

7 Monthly Premium Cancellation

You may cancel Your Policy by giving Bank of Ireland Insurance Services Ltd. written instructions or by calling Bank of Ireland Insurance Services Ltd. on 1890 608 608. Note Calls are recorded. You should also instruct Your Bank to cancel Your Direct Debit arrangement.

In the event of **Your** default in paying any instalment on the date it becomes due all cover under this **Policy** will cease from such date

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

Conditions Which Apply to the Whole Policy (continued)

Monthly Premium Cancellation Continued

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 provided no claim has been made during the current Period of Insurance.

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 member 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

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 Occupier of the Home

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

- and Gradually Operating CausesWear 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 for which Your Household is responsible
- 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

10 Consequential Losses

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

11 Radioactive Contamination and War

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
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 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
- any action in controlling, preventing, suppressing or in any way relating to c) above
- e) the release or threat of release of germs, disease or other chemicals or biological contagions or contaminants
- f) the use or threat of use of any nuclear device or radioactive substance

Exclusions Which Apply to the Whole Policy (continued)

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 be 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 there at by any lawful authority

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

Definition

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
- 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 **Home** whilst the **Home** is **Unoccupied** unless

- a) such unoccupancy is for a period of not more than 45 consecutive days
- b) weekly inspections thereafter of the **Home** are made by the **Policyholder** or the **Policyholder**'s representative
- c) during the period of unoccupancy the water, gas and (if no intruder alarm is installed) 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 Home must be fitted with an operating thermostatically controlled heating system, set to not less than 5 degrees Celsius.

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 1 Buildings in respect of any liability at law other than

- a) liability of the Policyholder as owner of the Home and its land
- b) liability of the Policyholder as an employer solely for the purpose of the maintenance of or repairs to the Home excluding demolition, alterations, extensions, redecoration or renovations to any part of the Home.

18 Holiday Home Insurance

- When not in residence, cover for Stealing or attempted Stealing is excluded on **High Risk Items** except for television and audio equipment up to €1,000, any one item €400
- 2) When the **Home** is **Unoccupied** for more than 48 hours it is a Condition of the insurance that:

Exclusions Which Apply to the Whole Policy (continued)

- All external doors must be secured with 5 lever mortice deadlocks, or equivalent locks
- All accessible windows excluding bedroom windows must be secured with key operated window locks
- Intruder alarms, where installed, must be put into operation

When the **Home** is **Unoccupied** for more than 15 days it is a Condition of the insurance that

- d) Regular inspections of the Home are made by the Policyholder, neighbours, relatives or managing agents
- e) The water supply is turned off at the mains
- f) The gas supply is turned off at the mains unless required for central heating
- 3) From 1st November to 31st March annually:

The water supply must be turned off at the mains and the water and heating system drained or the property must be fitted with an operating thermostatically controlled heating system which maintains a temperature of not less than 5 degrees Celsius

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

Making a Claim

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 advice 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.
- Inform Bank of Ireland Insurance Services
 Claims Unit at RSA, RSA House, Dundrum
 Town Centre, Sandyford Road, Dublin 16.
 Telephone 1890 608 608, Facsimile (01) 671
 7541 as soon as possible for advice on how
 to proceed with Your claim. You will be
 asked to complete a claim form and/or
 provide all relevant information in relation to
 the incident and provide the relevant
 estimates/valuations/receipts.
- 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.
 Remember too that the amount You are
 entitled to claim may be reduced if Your
 property has not been properly maintained.
- We have arranged a 24 hour Emergency Helpline Service to give You immediate access to the experts who will solve Your emergency.
 - Call 1850 213 111 any time.

"I THINK I AM COVERED - WHAT DO I DO NOW?"

If the damaged item can be cleaned or repaired

 Items such as carpets, soft furnishings etc., may often be capable of being cleaned or repaired. If You contact Us by telephone
 We can make the necessary arrangements for specialist attention.

"IS THERE ANYTHING ELSE I SHOULD DO?"

 Please do not dispose of damaged items 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.

"HOW WILL THE CLAIMS UNIT 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 an independent Loss Adjuster to deal with Your claim on Our behalf.

If an item is lost or damaged beyond repair, **We** have a network of suppliers who can provide a fast and efficient replacement service.

Data Protection Notice

Data Protection Notice

This policy is underwritten by RSA Insurance Ireland DAC. The following Notice sets out their Data Protection procedures.

RSA Insurance Ireland DAC 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, subcontractors 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 Siochána;
- 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.

RSA may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance and related services for you:
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with RSA;
- 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. This information includes the claimant's name, address and date of birth and the type of injury or loss suffered.

Insurance companies share claims data:

 a. to ensure that more than one claim cannot be made for the same personal injury or property damage

- to check that claims information matches what was provided when insurance cover was taken out
- 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. RSA also reserve the right to use Insurance Link information at underwriting stage. More information about Insurance Link can be found at www.inslink.ie

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 DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92.

CONSENT

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out above.

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