

# **Homeplan***plus*

**INSURANCE POLICY** 



## WELCOME TO RSA

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## RSA CUSTOMER SERVICE

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 | 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 Street, Dublin 2,
 Tel: 01-6761914

The Service can advise you on how to continue further, and may be able to help resolve the problem.

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 882090 or (01) 6620899

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

## HOMEPLANPLUS INSURANCE POLICY

This is **Your** Homeplanplus **Policy**. PLEASE READ IT CAREFULLY. It sets out the details of the contract **You** have made with **Us**. The **Proposal Form** and 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 43 - 47 as these apply to all Sections.

Whilst Your Homeplanplus 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 Homeplanplus Policy along with all other Household policies does not insure You against these types of damage.

You must tell Us immediately of any changes in the information You have given Us in Your Proposal Form or any other changes which affect this insurance. 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. If You do not let Us know You could invalidate Your Policy. Remember to tell Us if You plan to leave Your Home Unoccupied for more than 45 consecutive days and what additional security measures You are going to take since there is some reduction in cover in these circumstances.

## 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.

## HOMEPLANPLUS INSURANCE POLICY

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).

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.

### 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.

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 <b>Home</b> and its domestic outbuildings, garages, greenhouses, sanitary fixtures, swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges, fences, aerials, satellite aerials and their fittings and masts, including landlords fixtures and fittings, all on the same site	
Business Equipment	Computers, keyboards, visual display units and printers, word processing equipment, desk top publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer aided design equipment, telecommunication equipment and office furniture owned by You or any member of Your Household but excluding Business Equipment otherwise insured	
Caravan	Any caravan, trailer tent or mobile home including its fixtures, fittings, awnings, furniture, furnishings and utensils owned by any member of <b>Your Household</b> and described in the <b>Schedule</b> used solely for social, domestic and pleasure purposes	
Contents	All property including Business Equipment, 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 responsible	
	Fixtures and fittings for which <b>You</b> are responsible as occupier of the <b>Buildings</b> including aerials, satellite aerials and their fittings and masts Visitors and <b>Domestic Employees Personal Effects</b> not otherwise insured Property Not Covered:	
	- Buildings	
	- Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached	
	- Plants, trees and shrubs in the garden	
	- Living creatures	
	<ul> <li>Money and stamps belonging to resident Domestic Employees or paying guests</li> </ul>	
	<ul> <li>Securities, certificates (other than savings certificates and documents)</li> </ul>	

DEFINITIONS		
	<ul> <li>Property other than Business Equipment used or held for business or professional purposes</li> </ul>	
	- Property more specifically insured by another policy	
Domestic Employee	Any person under a contract of service with <b>You</b> which is solely for private domestic duties including gardeners, persons carrying out repair work and other temporary or casual employees	
Endorsement	An amendment to <b>Your Policy</b>	
Excess	The amount shown in <b>Your Schedule</b> which <b>You</b> pay for any one incident resulting in a claim If claims are made under two or more Sections for loss or damage resulting from the same cause at the same time, only one <b>Excess</b> will be deducted from the total amount of the claim payment	
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	
Home	The house, bungalow or self-contained purpose built apartment at the address shown in the <b>Schedule</b> used solely as <b>Your Household's</b> main private dwelling other than for occasional business use as described in <b>Your Policy</b>	
High Risk Items	Television, personal computer, audio and video equipment, jewellery (including watches) and articles of precious metal, clocks, photographic equipment, furs, pictures, works of art, curios and collections.	
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	
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	

## **DEFINITIONS**

Pedal Cycles	Any Pedal Cycle, including accessories attached to the cycle, specified in the <b>Schedule</b> and owned by any member of <b>Your Household</b> or for which they are responsible
Personal Effects	Property normally worn, carried or used about the person in everyday life
Period of Insurance	The period starting and ending on those dates shown in <b>Your Schedule</b> and for any following period but only if <b>We</b> accept <b>Your</b> renewal premium
Personal Possessions	Valuables, Personal Effects, sports equipment and clothing belonging to You or for which You are responsible
Policy	The documents consisting of Your Proposal Form, this policy book, Your Schedule and any Endorsements
Proposal Form	The form signed by <b>You</b> which describes <b>You</b> , any details specific to <b>You</b> or the property and all material information relevant to the cover which <b>You</b> have requested
Removal of Debris	Any amount <b>We</b> agree to pay for removing debris, demolishing, propping or shoring up parts of the <b>Buildings</b> which have been damaged
Schedule	The document which describes <b>You</b> and the <b>Sum Insured</b> and any details of <b>Your Policy</b> that are specific to <b>You</b>
Sum Insured	The amount for which each type of property is insured as shown in the <b>Schedule</b> or as notified to <b>You</b> at renewal
Unoccupied	Not lived in by <b>You</b> or any member of <b>Your Household</b> or by any other person with <b>Your</b> permission
Valuables	Jewellery (including 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 Limited
You/Your	Whoever is named in the <b>Schedule</b> as the Policyholder
Your Household	You Your family (including Your partner and all children) who normally live with You Your resident Domestic Employees

## **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:

- The Excess shown in the Schedule

- Fire, Explosion, Lightning, Earthquake
- b Smoke
- c Escape of water or oil from any fixed water or heating installation or domestic appliance
- Where the Damage is caused by escape of water from any fixed water or heating installation or domestic appliance the first €750 of each loss, unless a higher Excess amount is shown on the Schedule, will apply
- Where the Damage results in Subsidence the first €1,000 of each loss, or higher Subsidence Excess as shown on the Schedule, will apply
- 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 of water from shower units and/or baths
- Loss of 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 occurring after Your Home has been Unoccupied for 45 consecutive days
- d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal
- Damage to tennis courts
- The cost of removing a tree or branch unless the Buildings are damaged at the same time
- Falling aerials, satellite aerials, their fittings or masts

e Falling trees or branches

We insure the <b>Buildings</b> against damage by the following causes:		We will not pay for:	
		- The Excess shown in the Schedule	
g	Riot, Civil Commotion, Strike, Labour or Political Disturbance		
h	Malicious persons or vandals	- Damage caused by <b>You</b> or <b>Your Household</b>	
		<ul> <li>Loss or Damage occurring after Your Home has been Unoccupied for 45 consecutive days</li> </ul>	
i	Storm or Flood	- Damage to gates, hedges, fences or tennis courts	
		- Damage caused by frost	
j	Subsidence or Heave of the site beneath the <b>Buildings</b> or Landslip	- The first €1,000 of each claim	
		- Damage to outdoor swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges or fences unless <b>Your Home</b> , or its domestic outbuildings or garages, is damaged at the same time	
		<ul> <li>Damage caused by bedding down of new structures or settlement of newly made up ground</li> </ul>	
		- Damage to solid floor slabs or <b>Damage</b> resulting from their movement unless the foundations beneath the external walls of <b>Your Home</b> 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 <b>Buildings</b>	
		ii faulty workmanship or the use of defective materials in the <b>Buildings</b>	

We insure the <b>Buildings</b> against damage by the following causes:		We will not pay for: -The Excess shown in the Schedule	
k	Stealing or attempted stealing	<ul> <li>Loss or damage caused by You or Your Household</li> <li>Loss or Damage occurring after Your Home has been Unoccupied for 45 consecutive days</li> </ul>	
I	Accidental Damage	<ul> <li>Damage         <ul> <li>Whilst Your Home 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</li> <li>caused by settlement or shrinkage</li> </ul> </li> <li>Any loss or damage specifically excluded elsewhere in Section 1 - Buildings</li> </ul>	

#### PARAGRAPH 2 - ADDITIONAL COVER

of completion, provided the Buildings

are not otherwise insured

We also provide insurance for: We will not pay for: The Excess shown in the Schedule The first €750 of each loss unless a Damage to Underground Services Accidental Damage to cables or higher Excess amount is shown on the underground services supplying the Schedule, will apply to Damage caused **Buildings** to underground water pipes supplying the **Buildings** Damage which You are not legally responsible to repair Water and Heating Installations The first €750 of each loss, unless a higher Excess amount is shown on the Damage to any fixed domestic water or heating installation caused by freezing Schedule. Damage occurring after Your Home has been **Unoccupied** for 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 this Section up to the date

We also provide insurance for: We will not pay for:

- The Excess shown in the Schedule

## 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 the 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 45 consecutive days

## f Legal Fees

Legal Fees which **You** have to pay to repossess **Your Home** following occupation by squatters

- Fees incurred without **Our** permission

#### 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.

#### 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 Your Home is in good repair, and iii the Sum Insured is not less than
  - 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 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 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.

#### 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 The Sum Insured
   Fees, Removal of Debris and
   Local Authority Requirements
- 2 Satellite Aerial €700
- 3 Fire Brigade Charges €2,000
- 4 Trace and Access €1,000
- 5 Legal Fees €12,750

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:

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

- Accidental bodily injury, death, disease or illness of any person
- Accidental loss of or damage to property arising solely as owner (but not occupier) of the Buildings or the land belonging to the Home
- 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 €1,275,000 in connection with any one incident plus any other reasonable costs, expenses and solicitors fees which You have to pay, provided We confirm Our agreement in writing

## GENERAL EXCLUSIONS TO PARAGRAPH 5

**You** are not insured for liability directly or indirectly arising from :

- An agreement unless the liability would have existed without the agreement
- Your employment, business or profession other than the provision in Your Home of:
  - i a child minding service for up to 2 children
  - ii accommodation for up to 6 paying guests
- The use of lifts or mechanically or electrically propelled vehicles (other than gardening equipment)
- Injury to any person in Your employment

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

## PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC (CONTINUED)

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

- 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
- 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
- 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
- Any incident(s) where We may become legally liable to pay under Section 2 CONTENTS PARAGRAPH 5 or PARAGRAPH 6 or SECTION 5 PARAGRAPH 3

## **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 Your Home or its domestic outbuildings and garages

We will not pay for:

- The Excess shown in the Schedule

- a Fire, Explosion, Lightning, Earthquake
- b Smoke
- c Escape of water or oil from any fixed water or heating installation or domestic appliance
- Where the **Damage** is caused by escape of water from any fixed water or heating installation or domestic appliance the first €750 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
- Loss or damage occurring after Your Home has been Unoccupied for 45 consecutive days
- 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
- g Riot, civil commotion, strike, labour or political disturbance
- h Malicious persons or vandals
- Damage caused by **You** or **Your Household**
- Loss or damage occurring after Your Home has been Unoccupied for 45 consecutive days

i Storm or Flood

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 on the Schedule
- j Subsidence or 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 resulting from the movement of solid floor slabs 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 demolition or structural repairs or alteration of 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**
- Loss while Your Home 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 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 45 consecutive days

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 on the Schedule
- Accidental Damage to Contents owned by any member of Your Household or for which they are responsible
- Damage to Personal Possessions and Money
- Damage while Your Home 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, electronic or computer failures or breakdowns or breakages
- Any loss, destruction or damage specifically excluded elsewhere in Section 2 - Contents
- Damage caused by assembling o dismantling of the apparatus in respect of Business Equipment

#### PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:

### We will not pay for:

-The Excess shown on the Schedule

#### a Deep Freezer Contents

Loss of or damage to food in a fridge or domestic deep freezer in Your Home 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

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

## b Rent and Alternative

#### Accommodation

If **Your Home** is made uninhabitable by any of the causes insured under this Section

#### We will pay

- i Rent which You still have to pay for parts of Your Home which are unfit to live in
- ii Reasonable additional costs of comparable alternative accommodation until Your Home is fit to live in again

Costs which You incur without Our written permission

#### c Door Locks

Replacement and installation of locks of any external door of **Your Home** or any garage or its domestic outbuildings or any domestic safe or burglar alarm keyswitch if the keys have been lost or damaged

#### d 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 of or damage to **Money** 

We also provide cover against:

#### We will not pay for:

-The Excess shown on the Schedule

- e Contents temporarily removed
  Loss of or damage to the Contents
  by any cause insured under this
  section while temporarily removed
  from Your Home
  - i into a bank safe deposit, occupied private dwelling or any Building where any members of **Your Household** are living or carrying on their business within the **Geographical Limits**
  - ii elsewhere within the Geographical Limits

 Loss or damage by Stealing not involving forcible and violent entry into or exit from a Building

- Property removed for sale or exhibition
- Loss or damage in a furniture depository
- Loss or damage caused by Malicious persons or vandals
- Loss or damage caused by storm or Flood to property not in a Building
- Loss or damage by Stealing not involving forcible and violent entry into or exit from a Building
- Accidental damage

#### f 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

## g Loss of Oil

The cost of oil lost from the domestic heating installation following Accidental **Damage** to any part of the domestic heating installation

 Loss occurring after Your Home has been Unoccupied for 45 consecutive days

We also provide cover against:

### We will not pay for:

-The Excess shown on the Schedule

## h 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 45 consecutive days

#### i Jury Service

We will pay You €50 per day for each day You attend at court for jury service as long as You give Us satisfactory written proof of Your jury service

The Excess shown in Your Schedule is not applicable

## Wedding Gifts

The cost of replacing Wedding Gifts if they are lost or damaged by any cause insured under this section, while in **Your Home** for a period of one month before and one month after the wedding day of **You** or a member of **Your Household** 

 Loss or damage which You/Your Household are covered for under another contract of insurance

#### k Christmas Gifts

The cost of replacing Christmas Gifts if they are lost or damaged by any cause insured under this section while in **Your Home** during the months of December and January

#### I Unauthorised use of Credit Cards

Financial loss resulting from the unauthorised use of bank cash cards, debit cards, charge, cheque and/or credit cards, anywhere within the Geographical Limits and Worldwide up

to 60 days in any one **Period of Insurance** 

- Losses not reported to the issuing organisation within 24 hours of discovery of the loss
- Losses occurring due to the credit card(s) not being used in accordance with the conditions of use of the issuing house.

We also provide cover against:

We will not pay for:

- The Excess shown on the Schedule

## m Visitors Personal Effects

Loss or damage to **Personal Effects** belonging to visitors not more specifically insured by another policy - Property owned by paying guests

#### n 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

### o Fire Brigade Charges

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

#### p Fatal Accident Benefit

The accidental death of **You** and/or **Your** partner permanently residing in **Your Home** as a result of:

- i Fire, Lightning, Explosion
- ii assault by thieves in the **Buildings** or on the street
- iii travelling as a fare paying passenger in a train, bus, licensed taxi, hackney or airplane where death occurs within three calendar months of when the injuries occurred

## 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:

- I 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 where they are more than 4 years old:
  - 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 If the Contents Sum Insured is less than the cost of replacing all the Contents as new, We may make a deduction for wear, tear and depreciation on all items

## Maximum Amount Payable

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

I	Contents	<ul> <li>The Contents Sum Insured shown in the Schedule subject to the following limits:</li> <li>Business Equipment €4,000</li> <li>Money €500</li> <li>Satellite Aerials €700 (provided no payment has been made under Buildings)</li> </ul>
2	Deep Freezer Contents	- €2,000
3	Rent and Alternative Accommodation	- 50% of Contents Sum Insured
4	Door Locks	- €1,000
5	Contents in the Garden	- €1,000
6	Title Deeds	- € 700
7	Clean Up Expenses	- €2,000
8	Jury Service	- € 700
9	Wedding Gifts	- An additional 15% of the Contents Sum Insured
10	Christmas Gifts	- An additional 15% of the Contents Sum Insured
П	Credit Cards	- €1,275
12	Visitors Personal Effects	- €1,000
13	Fire Brigade Charges	- €2,000 (provided no payment has been made under <b>Buildings</b> )
14	Fatal Accident Benefit	- €5,000
15	High Risk Items	<ul><li>50% of Contents Sum Insured. Single Article Limit</li><li>10% of Contents Sum Insured</li></ul>
16	Contents Temporarily	- 20% of Contents Sum Insured

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
- 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

#### Limit

## We will pay:

- i up to €1,275,000 in connection with any one incident plus any other reasonable costs, expenses and solicitors fees which You have to pay, provided We confirm Our agreement in writing
- ii up to €2,550,000 in connection with any one incident including any other reasonable costs, expenses and solicitors fees which You have to pay provided We confirm Our agreement in writing, for accidental bodily injury, death, disease or illness of any Domestic Employee employed by Your Household

- 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

## 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 other than the provision in Your Home of
  - i a child minding service for up to 2 children
  - ii accommodation for up to 6 paying guests
- 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 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 the use of horses other than at your address
  - iv mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and pedestrian controlled vehicles), lifts, boats (other than hand propelled boats), hovercraft, aircraft (other than model 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 43 - 47)

## GENERAL EXCLUSIONS TO PARAGRAPH 5 (CONTINUED)

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

- v ownership, possession, use or discharge of firearms (other than Sporting Guns)
- vi 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
- vii 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
- viii 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
- ix Any incident(s) where We may become legally liable to pay under Section 1 Buildings Paragraph 5 or Section 5 Paragraph 3 or Section 6 Paragraph 3

#### PARAGRAPH 6 - TENANTS LIABILITY FOR DAMAGE

If **You** are a tenant of **Your Home** and not the owner or landlord, **We** will pay all sums which **You** are liable to pay under the terms of **Your** tenancy agreement for:

We will not pay for:

#### a Buildings

Damage to the **Buildings** by any cause insured in Section 2 - Contents - Paragraph 1 - Cover

#### b Decorations and Fixtures

Damage to internal decorations or landlords fixtures and fittings of the **Buildings** by any cause insured in Section 2 - Contents - Paragraph 1 - Cover

- c Underground Services
  Accidental Damage to cables or
  underground services supplying
- d Glass and Sanitary Ware

the Buildings

Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops, washbasins, pedestals, shower cubicles, baths, sinks, lavatory pans and other sanitary ware in the **Buildings** 

The maximum amount payable in respect of any one incident is 20% of the Contents Sum Insured in any one Period of Insurance

 Loss or damage caused by Fire,
 Subsidence, Heave of the site beneath the Buildings, or Landslip

# SECTION 3 - PERSONAL POSSESSIONS OUTSIDE THE HOME

This cover does not apply unless shown on The Schedule PARAGRAPH 1 - COVER Only paragraphs shown in the Schedule are covered

A. UNSPECIFIED VALUABLES, CLOTHING AND PERSONAL EFFECTS, PERSONAL MONEY AND SPORTS EQUIPMENT

We insure:

We will not pay for:

Property owned by any member of **Your Household** or for which they are responsible anywhere within the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance**.

Where you have selected Section 7: Annual Travel, the number of days above is increased to 180

- The Excess shown in the Schedule
- Accidental loss of or Damage to Valuables, Clothing and Personal Effects
- Any article used or held for business or professional purposes
- Contact lenses, mobile phones, camcorders, hearing aids, china, glass, porcelain articles and items of a brittle nature, household goods and domestic appliances
- Pedal Cycles
- Musical instruments used or held for business or professional purposes
- Camping equipment
- External television satellite receiving equipment
- b Loss of **Money** used or held solely for private, social or domestic purposes
- Securities, certificates (other than savings certificates and documents) of any kind
- Depreciation in value of Money
- Loss of Money caused by errors or omissions in payments, receipts or book-keeping
- Loss of **Money** not reported to the Gardai within 24 hours of discovery
- Loss of **Money** used or held for business or professional purposes

## PERSONAL POSSESSIONS OUTSIDE THE HOME

We insure: (CONTINUED)

 Accidental loss of or damage to sports equipment of Your Household or for which they are responsible We will not pay for: (CONTINUED)

- Motor vehicles, trailers, **Caravans**, boats, vessels, aircraft and their respective parts or accessories
- Living creatures
- Loss or damage while taking part in organised racing (other than on foot) or professional sports
- Loss or damage to equipment whilst in use

#### **B. SPECIFIED ITEMS**

We insure:

Accidental loss of or damage to items specified in the **Schedule** and owned by any member of **Your Household** or for which they are responsible anywhere in the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance** 

Where you have selected

Section 7: Annual Travel,

the number of days above is increased to 180.

You are not insured for:

- The Excess shown in the Schedule
- Any article used or held solely for business or professional purposes
- Pedal Cycles
- Follow on charges associated with mobile phones

## PERSONAL POSSESSIONS OUTSIDE THE HOME

## GENERAL EXCLUSIONS TO SECTION 3

We will not pay for:

- Damage caused by cleaning, repairing, restoring or renovating
- Damage solely caused by mechanical, electrical, electronic or computer failures or breakdowns or breakages
- Loss or damage caused by nationalisation or confiscation by any authority
- Loss by deception unless it is only entry into Your Home that is gained by deception
- Loss or damage by stealing from a motor vehicle, unless the property is concealed within a glove compartment, or locked boot, following forcible and violent entry into a securely locked vehicle

## PERSONAL POSSESSIONS OUTSIDE THE HOME

## PARAGRAPH 2 - INFLATION PROTECTION FOR SECTION 3

### Index Linking

The Personal Possessions 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 Personal Possessions Sum Insured is adequate. You should periodically review Your own Sums Insured.

## PARAGRAPH 3 - CLAIMS SETTLEMENT FOR SECTION 3

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

- I a Where the damage can be economically repaired, including clothing, **We** will either arrange or authorise repair
  - b 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
  - c 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
- d 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
- We may make a deduction for wear, tear and depreciation for clothing

## Maximum Amount Payable

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

- Unspecified Valuables,
   Clothing, Personal Effects
   and Sports Equipment
   The Sum Insured
  - subject to a maximum amount of €1,000 in respect of any one item
- 2 Money

- € 500
- 4 Specified Items The Sum Insured

## **SECTION 4 - PEDAL CYCLES**

This cover does not apply unless shown on the Schedule PARAGRAPH I - COVER

#### We insure:

Accidental loss of or damage to Pedal Cycles anywhere within the Geographical Limits and Worldwide for up to 60 days in any Period of Insurance

### We will not pay for:

- The Excess shown in the Schedule
- Stealing of the cycle or parts of the cycle or accessories whilst outside the boundaries of the land belonging to Your Home unless the cycle is in a locked building or has been immobilised by a security device
- Loss or damage while the cycle is being used for racing
- Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time
- damage caused by cleaning, repairing, restoring or renovating
- Loss or damage caused by nationalisation or confiscation by any authority
- Damage solely caused by mechanical, electrical, electronic or computer failures or breakdowns or breakages

### PEDAL CYCLES

# PARAGRAPH 2 - INFLATION PROTECTION FOR SECTION 4

#### Index Linking

The Pedal Cycle 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 Pedal Cycle Sum Insured is adequate. You should periodically review Your own Sums Insured.

PARAGRAPH 3 - CLAIMS SETTLEMENT FOR SECTION 4

Provided the loss or Damage is covered under Your Policy, We will settle Your claims as explained below subject to the maximum amount payable.

- 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 arrange or authorise replacement with an item of similar quality
- 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

#### Maximum Amount Payable

The maximum amount payable in respect of any one **Pedal Cycle** is the **Sum Insured** (less any **Excess**)

## **SECTION 5: CARAVAN**

This cover does not apply unless shown on the Schedule PARAGRAPH I - COVER

#### We insure the Caravan against:

- I Loss of or Damage within the Republic of Ireland and while temporarily elsewhere, but within the Geographical Limits (including transit between ports) in Your custody or control provided that the period for which You are outside the Republic of Ireland, does not exceed 60 days in any one period of insurance
- 2 If there is Loss or Damage which is insured by this section, We will pay the Reasonable cost of:
  - i) protection and removal to the nearest suitable repairers
  - ii) delivery to **Your Home** address or to the **Caravan's** permanent site within the Republic of Ireland

#### 3 Loss of Use

- the reasonable cost of hiring another Caravan or other alternative accommodation
- ii) cost of hiring charges for bookings **You** have paid prior to the loss or damage

#### 4 Salvage Charges

All reasonable costs and expenses which **You** have to pay to reduce or avoid a loss which would have resulted in a claim under this section during the course of any sea transit

#### We will not pay for:

- The Excess shown in the Schedule
- Loss or damage while the Caravan is on a site away from Your home for more than 30 days caused by overturning of the Caravan by Storm or Flood unless it is securely anchored to the ground at all four corners of the chassis
- Loss or damage while the Caravan is being used in any motor sport
- Loss or damage while the Caravan is used as a permanent residence
- Loss or damage occurring while the **Caravan** is let out on hire
- Loss or damage caused by Storm to the tent of a trailer tent or any awning
- Loss or damage caused by seepage of water into the Caravan through seams or seals
- Loss or damage caused deliberately by any of Your Household or any person having use of the Caravan
- Damage to tyres by application of brakes or by road punctures, cuts or bursts
- Loss or damage to furniture, furnishings or utensils caused by malicious damage or stealing while the Caravan is left unattended unless the loss or damage occurred when Your Caravan was locked
- The costs of repairing mechanical, electrical, electronic or computer failures or breakdowns or breakages

### **CARAVAN**

# PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 2

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

- I We will pay the cost of work carried out in repairing or replacing the damaged parts of the Caravan
- 2 If the **Caravan** is lost or damaged beyond economical repair:
  - i) within 12 months of Your having purchased it new, We will pay the cost of replacement as new, or at Our option, We will replace as new
  - ii) Otherwise than in i) **We** will pay the market value
- 3 If We know that the Caravan is the subject of a hire purchase agreement, We will pay the owner whose receipt shall be a full discharge

For Furniture, furnishings, utensils and household linen, we will pay the cost of replacement as new, or at Our option, We will replace as new except for:

- household linen where a deduction for wear and tear will be made
- items that can be economically repaired (including household linen) where the cost of repair will be paid

By household linen we mean towels, bed and table linen

# Sums insured will not be reduced following payment of a claim.

#### Maximum Amount Payable

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

- L. Caravan
  - The **Sum Insured** unless 2 i) above applies
- 2. Removal and delivery €320
- 3. Loss of Use
- €15 per day subject to €200 in total
- 4 Salvage Charges- No limit

The Excess shown in Your Schedule does not apply to 2 or 3.

### **CARAVAN**

#### PARAGRAPH 3 - THIRD PARTY LIABILITY

You are insured for any amounts which any member of Your Household 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
- Accidental loss of or damage to property

arising out of the ownership, possession or use of the **Caravan** 

We will also cover the legal liability of any other person who is using or has custody of the Caravan with Your permission and who is not insured elsewhere

#### Limit

We will pay:

up to €1,275,000 in respect of one incident plus any other reasonable costs, expenses and solicitors fees which **You** have to pay, provided **We** confirm **Our** agreement in writing

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

- 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
- A Caravan which is used as a permanent dwelling or on hire
- Towing during hire
- An agreement unless the liability would have existed without the agreement
- Injury, death, disease, illness or damage arising from **Your** profession or business
- Injury, death, disease, illness or damage arising from any mechanically propelled vehicle, by which the Caravan is being towed or transported
- Injury to any person in Your employment

## SECTION 6: HOME OFFICE / SURGERY

This cover does not apply unless shown on the Schedule PARAGRAPH I - COVER

 The cover provided under Paragraph I - Section 2 - Contents extends to include Office/Surgery Contents in Your Home or its domestic outbuildings We will not pay for:

- The Excess shown in the Schedule
- Loss or Damage unless force is used to gain entry into or exit from Your Home or its domestic outbuildings
- Any loss or damage specifically excluded elsewhere in Section 2 - Contents

## PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 6

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

- 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
- 5 For clothing and household linen, We may make a deduction for wear, tear and depreciation

6 If the Contents Sum Insured is less than the cost of replacing all the Contents as new, We may make a deduction for wear, tear and depreciation on all items

#### Maximum Amount Payable

The maximum amount payable in respect of any one incident is 20% of the **Contents Sum Insured** (less any **Excess**)

## SECTION 6: HOME OFFICE / SURGERY

#### PARAGRAPH 3 - 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
- Accidental loss of or damage to property arising directly from the use of Your Home or its domestic outbuildings as an office or surgery

#### Limit

#### We will pay:

- i up to €1,275,000 in connection with any one incident plus any other reasonable costs, expenses and solicitors fees which You have to pay, provided We confirm Our agreement in writing
- any one incident including any other reasonable costs, expenses and solicitors fees which **You** have to pay provided **We** confirm **Our** agreement in writing for accidental bodily injury, death, disease or illness of any **Domestic Employee** employed by **Your Household**

up to €2,550,000 in connection with

- 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**

### **HOME OFFICE / SURGERY**

# GENERAL EXCLUSIONS TO PARAGRAPH 3

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 except as stated in this section
- The transmission of any communicable disease by any member of **Your Household**
- The dispensing of any medicine
- The exercise of professional skills associated with professional qualifications
- 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**
  - the occupation of land or **Buildings** by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Home**
  - iii the use of horses other than at your address
  - iv mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and pedestrian controlled vehicles), lifts, boats (other than hand propelled boats), hovercraft, aircraft, (other than model aircraft), trailers or Caravans owned by or in the custody or control of any member of Your Household
  - v ownership, possession, use or discharge of firearms (other than Sporting Guns)
  - vi 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

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

## **SECTION 7: ANNUAL TRAVEL**

This cover does not apply unless shown on the Schedule

A separate Wording is enclosed if this cover is applicable

# CONDITIONS WHICH APPLY TO THE WHOLE POLICY

#### I 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 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.

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 information on a member of **Your Household** or any special feature of **Your** property 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 WHOLF 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 premium.

#### 5 Precautions

You and any member of Your Household must take all reasonable steps to prevent or minimise loss, damage or accident 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 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 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 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.

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 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:

#### I Matching of Items

The cost of replacing any undamaged item 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

#### 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 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 other than Business Equipment and Contents specified in Section 6 -Home Office / Surgery
- Money used or held for business or professional purposes

# EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

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

- Loss of Money not reported to the Gardai 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 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

- 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
- 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) INOPERATIVE
- e) any action in controlling, preventing, suppressing or in any way relating to c) 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 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 of 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 (not specified in the Schedule), 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 thereat 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 data command or instruction whether or not such had been programmed into such 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**

# ENDORSEMENTS TO THE POLICY, APPLICABLE AS INDICATED IN THE POLICY SCHEDULE

#### **B06** Intruder Alarm

It is agreed that the Insured shall use his/her best endeavours to ensure that the intruder alarm is left in operation at all times the private residence is left unattended. This has been taken into consideration when calculating **Your** premium.

#### **B07** Intruder Alarm

It is warranted that the Insured shall leave the Intruder Alarm in operation at all times the private residence is left unattended. This has been taken into consideration when calculating **Your** premium.

# B08 Intruder Alarm Warranty with Connection to Central Station

It is warranted that the Insured shall leave the Intruder Alarm in operation at all times the private residence is left unattended. It is further warranted that the Intruder Alarm is connected to a Central Monitoring Station by a Digital Dial Telephone link. This has been taken into consideration when calculating **Your** premium.

#### B13 Occupation of Premises as Offices

It is noted that the private residence insured by this policy is partly occupied as offices in connection with the Insured's business as within described but it is agreed that the cover provided by Section 2 does not extend to include office machinery nor will the Liability Sections of the policy extend to include any liability arising from the exercise of any Trade, Profession or Business by any person entitled to indemnity hereunder.

#### **B14 Paying Guests**

It is agreed that whilst Paying Guests are in residence in the private residence insured under Sections I and 2 of the policy the risk of Larceny is excluded from the cover,

in addition, the cover provided by this policy does not extend to cover the property of such guests and excludes any liability or consumption on or off the premises of Food and Drink.

#### **B26** Security Locks

It is a condition precedent to any liability in respect of Loss or Damage arising from theft or any attempt thereat that all external doors of the insured premises be fitted with Five Lever Mortice Deadlocks and all accessible windows be fitted with Key Operated Window Locks.

#### **B27 Excluding Malicious Damage**

It is agreed that the insurance by Section I and 2 of this policy (as applicable) will exclude Loss, Destruction or Damage arising from the acts of malicious persons.

#### **B28 Excluding Flood**

It is agreed that the insurance by Section I and 2 of this policy (as applicable) will exclude Loss, Destruction or Damage arising from Flood.

#### **B29 Excluding Subsidence**

It is agreed that the insurance by Section I and 2 of this policy (as applicable) will exclude Loss, Destruction or Damage arising from Subsidence, heave or Landslip.

#### **B31** Limited Burglary Cover

It is agreed that cover in respect of stealing or attempted stealing is limited to losses involving entry / exit by violent / forcible means

#### B33 Higher T.V. Aerials

It is noted that television aerials and aerial fittings and masts included in the insurance by this policy exceed 12m in height and in consequent the Company will not be responsible for the first €125 of Loss or Damage in respect thereof.

# ENDORSEMENTS TO THE POLICY, APPLICABLE AS INDICATED IN THE POLICY SCHEDULE

#### C39 Excluding Burglary

It is agreed that the cover provided by Sections I and 2 of this policy (as applicable) will exclude Loss, Destruction or Damage arising from stealing or attempted stealing whether involving entry / exit by violent / forcible means or not or other authorised removal from the private residence.

#### C093 New House Awaiting Occupation

Notwithstanding anything contained herein to the contrary, it is hereby agreed that no cover shall apply in respect of:

- (a) Freezing of, or escape of water from any fixed domestic water installation or escape of oil from any fixed oil fired heating installation.
- (b) the acts of malicious persons or vandals.
- (c) stealing or attempted stealing. for the period the dwelling is unoccupied. This restriction in cover will automatically cease when the Insured takes up occupancy of the insured property as a principal residence.

### **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
- 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 to give you immediate access to the experts who will solve your emergency

#### 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 Loss 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**. 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 reinsurers (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.

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:

### DATA PROTECTION NOTICE

- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or 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.

Insurance companies share claims data:

- 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
- 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, Sandyford Road, Dundrum, Dublin 16.

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This policy is underwritten by RSA Insurance Ireland Limited
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.