

HOME INSURANCE TAILORED FOR YOU



SafehomeSelect

Policy



WELCOME TO RSA

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RSA CUSTOMER SERVICE

Customer Complaints Procedure

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

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

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

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

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

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

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

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

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

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

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

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

SAFEHOMESELECT INSURANCE POLICY

This is **Your SafehomeSelect Policy**. PLEASE READ IT CAREFULLY. It sets out the details of the contract **You** have made with **Us**. The **Proposal Form** or **Statement of Fact** 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 41 - 46 as these apply to all Sections. Whilst **Your SafehomeSelect 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 SafehomeSelect Policy** along with all other Household policies does not insure **You** against these types of damage.

DUTY OF DISCLOSURE

You must tell **Us** immediately of any changes in the information **You** have given **Us** in **Your Proposal Form** or **Statement of Fact** or any alteration in the risk which materially affects this insurance. Failure to disclose all material information could invalidate **Your** insurance which will result in the rejection of a claim leaving **You** unprotected. If **You** are in any doubt whether a fact is material **You** should disclose it (see Condition 5 Alteration in Risk). For example, if **You** make any alteration to **Your** property, which makes losses more likely to happen or more serious if they do or if **You** move house.

COOLING OFF PERIOD

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

SAFEHOMESELECT INSURANCE POLICY (CONTINUED)

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

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

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

Contract Law

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

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

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

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



Brian Hughes
Director of Personal Underwriting
RSA Insurance Ireland Limited

DEFINITIONS

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

DEFINITIONS are listed in Alphabetical Order

Asbestos Containing Materials	Asbestos Containing Materials shall mean 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, tennis courts, patios, terraces, drives, footpaths, walls, gates and fences; hedges under 2 metres high, aerials satellites and their fittings and masts, Solar Panels and Heat Exchange Units securely attached to the roof of the Building , including landlords fixtures and fittings, to the Buildings, fitted wooden or laminated flooring, built in kitchen, bathroom or bedroom units and their integrated appliances 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 Your Household and described in the Schedule 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 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: <ul style="list-style-type: none"> - Buildings, including fitted wooden or laminated flooring, built in kitchen, bathroom or bedroom units and their integrated appliances unless insured as part of Tenant’s Improvements cover - Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached - Plants, trees and shrubs in the garden - Living creatures

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

DEFINITIONS

Contents (cont'd)	<ul style="list-style-type: none"> - Money and stamps belonging to resident Domestic Employees or paying guests - Securities, certificates (other than savings certificates and documents) - Property other than Business Equipment 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 than contractors or persons engaged solely to make extensions or non-maintenance alterations to the Home , and other temporary or casual employees
Endorsement	An amendment to Your Policy
Excess	<p>The amount shown in Your Schedule which You pay for any one incident resulting in a claim</p> <p>If claims are made under two or more Sections for loss or damage resulting from the same cause at the same time, only one Excess, the higher Excess will be deducted from the total amount of the claim payment.</p> <p>If the total amount of the claim is above the limit of the Sum Insured in respect of such claim, the excess will be deducted from that limit</p>
Fees	<p>Fees for Architects, Surveyors and other professionals registered under the Building Act which You have to pay in connection with repairing or reinstating the Buildings</p> <p>Fees not covered:</p> <ul style="list-style-type: none"> - Those which You have to pay to prepare a claim - Those which You incur without Our permission
Geographical Limits	Member States of the European Union
Ground Heave	Upward movement or expansion of the site on which the Building stands due to the removal of load from it or to actions within the site itself
High Risk Items	Television, personal computer, audio and video equipment, jewellery (including watches) and articles of precious metal, clocks, photographic equipment, furs, pictures, works of art, curios and collections.
Home	The house, bungalow or self-contained purpose built apartment at the address shown in the Schedule used solely as Your Household's main private dwelling
Integrated Appliances	Devices designed for a specific task which are fixed to or form part of the Buildings or of fittings to the Buildings

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

DEFINITIONS

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: <ul style="list-style-type: none"> - Any cost for complying with requirements or regulations of which You are aware before the loss or damage occurred
Material Fact	Any information or circumstance concerning You the cover or the property to be insured which may affect the Terms or Conditions or premium payable in respect of the Insurance. If You are in any doubt as to whether the information may be material such information should be disclosed
Money	Cash, bank and currency notes, cheques, money and postal orders, postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens Property not covered: <ul style="list-style-type: none"> - Securities and certificates (other than savings certificates and documents) - Promotional vouchers, lottery and raffle tickets - Money held for business or professional purposes
Motor Vehicle	Any mechanically or electrically propelled or assisted conveyance, except ride-on lawnmowers or pedestrian controlled vehicles or invalid wheelchairs
Pedal Cycles	Any Pedal Cycle, including accessories attached to the cycle, specified in the Schedule and owned by any member of Your Household 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 Your Schedule and for any following period but only if We accept Your 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 or Statement of Fact , this policy book, Your Schedule and any Endorsements
Proposal Form	The form signed by You which describes You , any details specific to You or the property and all material information relevant to the cover which You have requested
Reasonable	Using sound or moderate judgement without making unfair demands

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

DEFINITIONS

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
Schedule	The document which describes You and the Sum Insured and any details of Your Policy that are specific to You
Statement of Fact	A record of information provided by You which describes You , any details specific to You or the property or any material information relevant to the cover which You have requested
Settlement	The downward movement of the site on which the Building stands due to the application of superimposed loading from the Building
Storm	A 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 Building stands, from causes unconnected with loading from the Building
Sum Insured	The amount for which each type of property is insured as shown in the Schedule or as notified to You at renewal
Tenants Improvements	Alterations or additional work carried out to the Buildings by You either under a Tenancy Agreement or otherwise, for which cover is required and has been separately agreed by Us provided that the Sum Insured in respect of such parts of the Building is added to the Sum Insured in respect of the Contents
Unoccupied	Not lived in by You or any member of Your Household or by any other person with Your permission
Valuables	Jewellery (including watches), furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metal
We/Us/Our/ The Company	RSA Insurance Ireland Limited
You/Your	Whoever is named in the Schedule as the Policyholder
Your Household	You Your family (including Your spouse or de facto spouse and all children and their spouses or de facto spouses) who normally live with You at the time of the loss or Solely in respect of cover for Contents Temporarily Removed such persons residing in rented accommodation whilst attending full-time education Your resident Domestic Employees

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

SECTION I - BUILDINGS

PARAGRAPH I - COVER

This cover does not apply unless shown on the schedule.

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

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 €1,000 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 tiles caused by the ingress of water through seals or grouting
- 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 more than 45 consecutive days

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

e Falling trees or branches

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

f Falling aerials, satellite aerials, their fittings or masts

- Any loss where **We** make a payment under SECTION 2 CONTENTS PARAGRAPH I COVER F

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

BUILDINGS

We insure the **Buildings** 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 **You** or **Your Household**
- 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 felt exceeding 10 years of age or other felt exceeding 5 years of age

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

- The first €1000 of each claim
- **Damage** to outdoor swimming pools, 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
- **Damage** caused by bedding down of new structures or **Settlement** of newly made up ground
- **Damage** to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of **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 materials in the **Buildings**

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

BUILDINGS

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

k Stealing or attempted stealing

We will not pay for:

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

- Loss or **damage** caused by **You** or **Your Household**

- Loss or **damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

l **Accidental Damage**

This cover does not apply unless “the basis of cover is **Accidental Damage**” is 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** or let to tenants or occupied by paying guests

b caused by settlement or shrinkage

- Any loss or damage specifically excluded elsewhere in Section I - Buildings

m 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

BUILDINGS

PARAGRAPH 2 - ADDITIONAL COVER

We also provide insurance for:

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

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

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 of completion, provided the **Buildings** are not otherwise insured

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

We will not pay for:

- The **Excess** shown in the **Schedule**
- The first €1,000 of each loss, unless a higher **Excess** is shown on the **Schedule**, will apply to **Damage** caused to underground water pipes supplying the **Buildings**
- **Damage** which **You** are not legally responsible to repair
- **Damage** caused by wear and tear
- The first €1,000 of each loss, unless a higher **Excess** amount is shown on the **Schedule**, will apply
- **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
- **Damage** caused by wear and tear
- Any amount which **We** are required to pay under Section 2 Contents Paragraph 2 Additional Cover o Fire Brigade Charges
- 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

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

BUILDINGS

Paragraph 3 - Inflation Protection for Section I

Index linking

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

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

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

Protection after loss

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

BUILDINGS

Paragraph 4 - Claims Settlement for Section I

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

I Where

- i the damaged parts of the **Buildings** can be repaired or reinstated, and
- ii **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 to 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 **Buildings** are not in good repair, **We** will make a deduction from the settlement for wear, tear, depreciation and/or **betterment**.
4. **Under Insurance Clause**
If at the time of the **damage** the **Sum Insured** is less than the full rebuilding cost **We** will pay only for the proportion of the **damage** the **Sum Insured** bears to such cost.

Maintenance

Your Policy does not cover **You** for the cost of gradual deterioration. It is not a maintenance contract. It is a Condition of the **Policy** that **You** keep **Your** property in good order and take **reasonable** steps to avoid loss or **damage**.

Maximum Amount Payable

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

- | | | |
|---|---|------------------------|
| 1 | Buildings including Fees, Removal of Debris and Local Authority Requirements - | The Sum Insured |
| 2 | Satellite Aerial - | € 700 |
| 3 | Fire Brigade Charges - | € 2,000 |
| 4 | Trace and Access - | € 700 |

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

If **You** should die, **Your** legal personal representatives will have the protection of this cover
(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 41 - 46)

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

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

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

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

Limit

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

If **You** should die, **Your** legal personal representatives will have the protection of this cover
**(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE
 POLICY ARE SHOWN ON PAGES 41 - 46)**

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

GENERAL EXCLUSIONS TO PARAGRAPH 5

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

- An agreement unless the liability would have existed without the agreement
- **Your** employment, business or profession
- The use of lifts or mechanically or electrically propelled vehicles (other than gardening equipment)
- Injury to any person in **Your** employment
- 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 to or supervised by an adult whilst in use and that any compressor or generator for such item is positioned in a location which prevents access by minors and allows immediate access by an adult to a cut-off switch and that the stays and supports of such item are anchored adequately at least 2 metres from the item
- the ownership possession or use of a swimming pool hot tub spa or jacuzzi in or about the **Building** unless such item is attended to or supervised by an adult whilst in use and that any pump compressor or generator for such item is positioned in a location which prevents immediate access by a minor and allows immediate access by an adult to the cut-off switch and such item is protected and covered when not in use
- 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**

If **You** should die, **Your** legal personal representatives will have the protection of this cover
(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE
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BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

GENERAL EXCLUSIONS TO PARAGRAPH 5 (CONTINUED)

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

-
- 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**
 - Any incident(s) where we may become legally liable to pay under Section 2 CONTENTS PARAGRAPH 5 or PARAGRAPH 6 or SECTION 5 PARAGRAPH 1

If **You** should die, **Your** legal personal representatives will have the protection of this cover
(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE
POLICY ARE SHOWN ON PAGES 41 - 46)

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:

a Fire, Explosion, Lightning, Earthquake

b Smoke

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

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

- Where the **Damage** is caused by escape of water from any fixed water or heating installation or domestic appliance the first €1,000 of each loss, unless a higher **Excess** amount is shown on the **Schedule**, will apply

- 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 tiles caused by the ingress of water from shower units and/or baths

- Loss or **damage** to any fixed domestic heating installation, due to wear and tear, rust or gradual deterioration

- Loss or **damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

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

- 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 I BUILDINGS PARAGRAPH I COVER F

g Riot, civil commotion, strike, labour or political disturbance

CONTENTS

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

h Malicious persons or vandals

i Storm or Flood

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

k Stealing or attempted stealing

We will not pay for:

- The **Excess** shown on the **Schedule**
- **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
- Deep Freezer contents in excess of policy limit of €1,275
- **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**
- 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

CONTENTS

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:

-
- I Accidental **Damage** to **Contents** owned by any member of **Your Household** or for which they are responsible

This cover does not apply unless “the basis of cover is **Accidental Damage**” is shown on the Schedule
 - The **Excess** shown on the **Schedule**
 - Loss of **Money** from your home not involving forcible and violent entry into or exit from the **Building**
 - Loss of **Money** from outbuildings or garages
 - Loss or **damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
 - **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 or dismantling of the apparatus in respect of **Business Equipment**
 - **Damage** to Musical Instruments used or held for business or professional purposes
 - Loss of tone of Musical Instruments or the cost of replacing broken strings or drum skins or **damage** caused by scratching, denting or bruising of such instruments

CONTENTS

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

- 2 Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture

We will not pay for:

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

CONTENTS

PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:

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

We will not pay for:

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

- 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 more than 45 consecutive days

b Alternative Accommodation

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

We will pay

- i 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**

CONTENTS

We also provide cover against:

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**

We will not pay for:

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

- Loss by stealing unless force is used to gain 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 more than 45 consecutive days

CONTENTS

We also provide cover against:

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

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

j 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**

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

l 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**

We will not pay for:

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

- Landscaping costs

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

- Loss or **damage** which **You/Your Household** are covered for under another contract 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

CONTENTS

We also provide cover against:

m Visitors Personal Effects

Loss or **damage** to **Personal Effects** belonging to visitors not more specifically insured by another policy

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

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

We will not pay for:

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

-
- Property owned by paying guests

-
- 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

-
- Any amount which **We** are required to pay under Section 1 Buildings Paragraph 2 Additional Cover d Fire Brigade Charges

CONTENTS

PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 2

Index Linking

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

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

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

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

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 2

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

- 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:
 - clothing, furs, household linen and fabrics
 - TV, audio, video, personal computer, recording equipment and ancillary material including CDs, tapes, records and software.
 - floor coverings
- 5 Under Insurance Clause

If at the time of the loss or **damage** the **Sum Insured** is less than the cost of replacing all the **Contents** as new less an allowance for wear and tear on items included in 4 above **We** will pay only for the proportion of the loss or **damage** which the **Sum Insured** bears to such cost.

CONTENTS

Maximum Amount Payable

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

1	Contents	- The Contents Sum Insured shown in the Schedule subject to the following limits: - Business Equipment €4000 - Money €200 - Satellite Aerials €700 (provided no payment has been made under Buildings)
2	Deep Freezer Contents	- €1,275
3	Alternative Accommodation	- 20% of Contents Sum Insured
4	Door Locks	- € 400
5	Contents in the Garden	- € 400
6	Title Deeds	- € 400
7	Clean Up Expenses	- €2,000
8	Jury Service	- € 700
9	Wedding Gifts	- An additional 10% of the Contents Sum Insured
10	Christmas Gifts	- An additional 10% of the Contents Sum Insured
11	Credit Cards	- €1,275
12	Visitors Personal Effects	- € 700
13	Fire Brigade Charges	- €2,000 (provided no payment has been made under Buildings)
14	Fatal Accident Benefit	- €5000
15	Contents Temporarily Removed	- 15% of Contents Sum Insured
16	High Risks Items	- 50% of Contents Sum Insured . - Single Article Limit - 5% of Contents Sum Insured

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

CONTENTS

PARAGRAPH 5 - THIRD PARTY LIABILITY

Insurance is provided for any amounts which **You** or any member of **Your Household** become legally liable to pay 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
- 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**

Limit

We will pay:

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

CONTENTS

GENERAL EXCLUSIONS TO PARAGRAPH 5

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

- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of **Your Household**
- The transmission of any communicable disease by any member of **Your Household**
- Bodily Injury, death, disease or illness or fear of suffering Bodily Injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- Accidental loss 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, 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 41 - 46)

CONTENTS

GENERAL EXCLUSIONS TO PARAGRAPH 5

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

-
- v ownership, possession, use or discharge of firearms other than Sporting Guns where **you** or any member of **your household** 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 and such firearm(s) 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
 - 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 to or supervised by an adult whilst in use and that any compressor or generator for such item is positioned in a location which prevents access by minors and allows immediate access by an adult to a cut-off switch and that the stays and supports of such item are anchored adequately at least 2 metres from the item
 - viii the ownership possession or use of a swimming pool hot tub spa or jacuzzi in or about the **Building** unless such item is attended to or supervised by an adult whilst in use and that any pump compressor or generator for such item is positioned in a location which prevents immediate access by a minor and allows immediate access by an adult to the cut-off switch and such item is protected and covered when not in use
 - ix Any incident(s) where we may become legally liable to pay under
Section I BUILDINGS
PARAGRAPH 5

CONTENTS

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:

- | | |
|---|---|
| <p>a Buildings
 Damage to the Buildings by any cause insured in Section 2 - Contents - Paragraph 1 - Cover</p> <p>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</p> <p>c Underground Services
 Accidental Damage to cables or underground services supplying the Buildings</p> <p>d Glass and Sanitary Ware
 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</p> | <ul style="list-style-type: none"> - Loss or Damage caused by Fire, Subsidence, Heave of the site beneath the Buildings, or landslip - Loss or Damage to property owned by You or any member of Your Household |
|---|---|

The maximum amount payable in respect of any one incident is 15% of the **Contents Sum Insured** in any one **Period of Insurance**

SECTION 3 - PERSONAL POSSESSIONS OUTSIDE THE HOME

PARAGRAPH I - COVER

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

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

We insure:

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**.

We will not pay for:

- | | |
|--|---|
| <p>a Accidental loss of or damage to Valuables, Clothing and Personal Effects</p> | <ul style="list-style-type: none"> - The Excess shown in the Schedule - 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 |
| <p>b Loss of Money used or held solely for private, social or domestic purposes</p> | <ul style="list-style-type: none"> - 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 |

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE
POLICY ARE SHOWN ON PAGES 41 - 46)

PERSONAL POSSESSIONS OUTSIDE THE HOME

We insure:

- c Accidental loss of or **damage** to sports equipment of **Your Household** or for which they are responsible

We will not pay for:

- Motor vehicles, trailers, **Caravans**, boats, vessels, aircraft and their respective 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**

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
- 2 **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:

 - 1 Unspecified **Valuables**, Clothing, **Personal Effect** and Sports Equipment
 - **The Sum Insured**
 - subject to a maximum amount of **€1,000** in respect of any one item
 - 2 **Money** - **€400**
 - 3 **Specified Items** - **The Sum Insured**
- 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

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.

- 1 Where the **damage** can be economically repaired, **We** will either arrange or authorise repair
- 2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will 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

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:

- 1 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**
 - i) 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

- 1 **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:

1. **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:

- Accidental bodily injury, death, disease or illness of any person arising out of the ownership, possession or use of the **Caravan**
- Accidental loss of or **Damage** to property arising out of the ownership, possession or use of the **Caravan** 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:

€3,000,000 in connection with any of one incident inclusive of any 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

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

- 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
- use of the **Caravan** for commercial purposes
- use of the **Caravan** for which Insurance is compulsory under the Road Traffic Acts
- Any incident(s) where we may become legally liable to pay under Section 1 BUILDINGS PARAGRAPH 5 or Section 2 CONTENTS PARAGRAPH 5 or PARAGRAPH 6

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1 Policyholder's Duty

The following are conditions precedent to the liability of **The Company**

- a) the truth of any information in connection with this insurance supplied by you or on **your** behalf which shall be the basis of and incorporated in this contract.
- b) observance of the terms of the **Policy** relating to anything to be done or complied with by **You** or so far as they can apply by any other person entitled to indemnity under the **Policy**.

2 Notification of a Claim

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

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

3 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**.

4 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**.

5 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

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

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.

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.

6 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.

7 Annual Premium Cancellation

We may cancel **Your Policy**.

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

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

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

claim has been made during the current **Period of Insurance**

8 Monthly Premium Cancellation

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

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

You should also instruct **Your** Bank to cancel **Your** direct debit arrangement.

We may cancel **Your Policy**.

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

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

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

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

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

9 Other Insurance

Where a claim is covered under **Your Policy** and this claim is covered by any

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

other insurance, **We** will only pay **Our** rateable proportion.

10 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.

11 Mid-Term Alterations – Minimum Premiums

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.

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

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

We do not insure:

1 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
- **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 as defined
- **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 within 24 hours of discovery
- Losses of cards not reported to the issuing organisation within 24 hours of discovery

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

10 Consequential Losses

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

11 Radioactive Contamination, Terrorism and War Risks

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

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any other source
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- d) any act of terrorism
For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purpose including the intention to influence any government or to put the public, or any section of the public, in fear

- e) any action in controlling, preventing, suppressing or in any way relating to c) or d) above
- f) the release or threat of release of germs, disease or other chemical 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, command or instruction whether or not such had been programmed into the equipment
- interruption of or interference with data in electronic equipment resulting in the loss, destruction or corruption transmission or corruption of data
- the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
- unauthorised access to a system or data

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

16 Pollution or contamination

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

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

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. phone the number below and you will be provided with contact details for contractors or tradesmen to assist you.
call 01 - 832 8756
- 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** or has been provided to **us** on **your** behalf. If **you** provide information relating to anyone other than yourself, **you** are responsible for obtaining their consent to the use of their data in the manner outlined below.

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

All information supplied by **you** will be treated in confidence by RSA and will not be disclosed to any third parties except (a) to **our** agents, sub-contractors and re-insurers (b) to third parties involved in the assessment, administration or investigation of a claim, (c) where **your** consent has been received or (d) where permitted by law. In order to provide **you** with products and services this information will be held in the data systems of RSA or **our** agents or subcontractors.

RSA may pass **your** information to other companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that **your**

information is kept securely and only used for the purposes for which it was provided.

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

Fraud Prevention, Detection & Claims History

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

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

RSA may also search these agencies and databases to:

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

DATA PROTECTION NOTICE

Insurance Link Database

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

Insurance companies share claims data:

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

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

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

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

How to contact us

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

Consent

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

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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.