

HOME INSURANCE



RSA Home Choice Policy

WELCOME TO RSA HOME CHOICE INSURANCE

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RSA CUSTOMER SERVICE

Additional Information (not forming part of Your contract)

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact our Customer Service team at;

- Customer Service Feedback Team
RSA Home Insurance,
RSA Insurance Ireland Limited,
PO BOX 384,
Tuam Road,
Galway.
Telephone no: 1 850 665 775
Email complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact

- The Insurance Information Service of
Insurance Ireland, Insurance House,
39 Molesworth Street, Dublin 2.
Telephone no: 00 353 1 6761914

or

- Financial Services Ombudsman's Bureau
3rd Floor; Lincoln House,
Lincoln Place, Dublin 2.
Telephone no: 1 890 882090
or (Outside Ireland
Telephone no: 00 353 1 6620899)
<http://www.financialombudsman.ie>

RSA HOME INSURANCE POLICY

This Policy (and the schedule which forms an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure that it meets Your requirements. If it does not, please contact us immediately. You should pay particular attention to the conditions and exclusions set out in pages 43 to 47 as these apply to all sections.

Please note that You are required to inform us immediately of any material facts or changes, for example if You make an alteration to Your property or the use of Your property, or if You move house. Failure to do so may invalidate Your policy or result in certain covers not operating fully. If You are in any doubt as to whether a fact or change is material or not, please contact us.

Please also tell us if You plan to leave Your home unoccupied for more than 35 consecutive days and what additional security and loss prevention measures You are going to make since there is some reduction in cover in these circumstances.

Whilst Your RSA Home Choice Insurance 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 Local Authority to recover Your loss as Your RSA Home Insurance Policy does not insure You against these types of damage.

RSA Insurance Ireland Limited (referred to as the Company for the rest of this page) and You agree that

- (a) this Policy, the Schedule (including any Schedule issued in substitution) and any Endorsements is the contract of insurance and any word or expression that is specifically defined on pages 5-8 shall have that meaning wherever it appears.
- (b) The Company has relied on the information provided by You in the Statement of Fact, Your correspondence and all other communications from You, in providing the insurance. The information contained in the Statement of Fact is part of Your contract. Any additional information supplied by You may also be incorporated into the contract.
- (c) The Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.
- (d) All monies which become or may become payable by the Company under the contract will be paid in the Republic of Ireland.
- (e) All amounts and monies in the contract are stated in Euro currency unless specifically stated to the contrary. The monies shall be paid or are payable in this currency.
- (f) You and the Company are permitted to choose the law applicable to the contract. This Policy shall be governed by Irish Law and all communications between You and the Company will be in English.

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 43 - 47)

RSA HOME CHOICE INSURANCE POLICY (CONT)

- (g) Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).
- (h) The Geographical limit of the Policy is the Republic of Ireland.
- (i) Misrepresentation or non-disclosure of A Material Fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

Duty of Disclosure

The information provided by the Insured is shown in the Statement of Fact. Please check that all of the information is accurate. If there are any errors please contact us immediately.

Your attention is drawn particularly to Section 6 Terms and Conditions on page 35 of the Policy. The cover granted and the premium calculated for your risk are based on the information provided by the Insured. You must give us immediate notification of any change in the risk which materially affects this insurance. Failure to disclose all material information, or disclosures of false information could result in the policy becoming void, a claim not being paid, claims paid being recovered from you, you becoming liable for additional premiums which we reserve the right to collect and Terms and Conditions of the policy being amended. Should we take any of these actions against you, then you will be obliged to disclose them on any future request for cover or quotation. These are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future. Please note also, that failure to have property insurance in place could lead to a breach of the

terms and conditions attaching to any loan secured on that property.

Material information is any fact that RSA Insurance Ireland Limited (RSA) would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would reasonably change the premium we charge, or would change a decision to provide you with insurance. Information we require includes 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 35 consecutive days. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. If you are in any doubt as to whether a fact or change is material or not, please contact us. Misrepresentation or non disclosure of a Material Fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

Provided that this contract shall not be in force unless it has been signed by an authorised official of the Company



Brian Hughes
Director of Personal Underwriting
RSA Insurance Ireland Limited

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 43 - 47)

DEFINITIONS

Any word listed under “DEFINITIONS” will carry the same meaning wherever it appears
DEFINITIONS are listed in alphabetical order

Accidental Damage	Damage immediately caused by external means other than a deliberate act of the policyholder
Asbestos Containing Materials	Any material containing Asbestos or Asbestos Dust
Asbestos Dust	Fibres or particles of Asbestos
Buildings	The Home and its domestic outbuildings, garages, greenhouses, sanitary fixtures, swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, 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 fixtures and fittings to the building, fitted wooden, laminated or tiled flooring, 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
Contents	<p>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 and any fixtures and fittings for which You are responsible as occupier of the Buildings including aerials, satellite aerials and their fittings and masts</p> <ul style="list-style-type: none"> - Visitors and domestic employees' personal effects not otherwise insured <p>The definition of Contents does not include:</p> <ul style="list-style-type: none"> - Buildings including fitted wooden or laminated flooring, 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 or parts - Plants, trees and shrubs in the garden - Living creatures

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY
ARE SHOWN ON PAGES 43 - 47)

DEFINITIONS

- Contents (continued)** - Money and stamps belonging to resident Domestic Employees or paying guests including:
- 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 event
Domestic Employee	Any person employed by You solely for private domestic duties including gardeners, groundskeepers, cleaners, window cleaners, baby sitters, cooks, au pairs, dog walkers, housemaids, housekeepers, maids, nannies or persons carrying out routine maintenance work other than building contractors or persons engaged solely to make extensions or non-maintenance alterations to the Home
Endorsement	An amendment to Your Policy set out in Your Policy schedule (or any replacement Policy schedule We send You)
Excess	The amount shown in Your Schedule which You must pay towards each 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 Excess will be deducted from the total amount of the claim payment If the total amount of the claim is greater than the limit of the Sum Insured in respect of such claim the Excess will be deducted from such limit
Fees	Fees for architects, quantity surveyors and building surveyors which You have to pay in connection with repairing or reinstating the buildings. Fees not covered: <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
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 other than for occasional business use as described in this Policy as well as 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 43 - 47)

DEFINITIONS

Landslip	The sliding of a mass of loosened rocks or earth down a hillside or slope or the 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 orders 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 vehicle, 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
Period of Insurance	The period starting and ending on those dates shown in Your Schedule and for any following period but only if We accept Your renewal premium
Personal Effects	Property normally worn, carried or used about the person in everyday life
Personal Possessions	Valuables, Personal Effects, sports equipment and clothing belonging to You or for which You are responsible

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 43 - 47)

DEFINITIONS

Policy	The documents consisting of Your Statement of Fact, this Policy booklet, Your Schedule and any Endorsements
Schedule	The document which describes You and the Sum Insured and any details of Your Policy that are specific to You
Settlement	The downward movement of the site on which the building stands due to the application of loading from the building
Statement of Fact	Any information which describes You, any details specific to You or the property and all material information relevant to the cover You have requested, supplied by You or on Your behalf
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 under section I of the Policy 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, watches, furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metal
We/Us/Our	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/cohabitee and all children and their spouses or de facto spouses/cohabitees) who normally live with You at the time of the loss or solely in respect of cover for Contents temporarily removed (i.e. temporarily removed to a building other than the address insured), 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 43 - 47)

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 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 or deterioration.
- 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.

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

If the damaged item can be cleaned or repaired

- Items such as carpets, soft furnishings etc., may often be capable of cleaning or repair. If You contact Us by telephone We can make the necessary arrangements for specialist attention. If no immediate repairs are necessary
- obtain two estimates for repairs or replacement, but please do not delay in sending the claim form whilst awaiting estimates - simply indicate in section 4 of the form that these will follow.

"IS THERE ANYTHING ELSE I SHOULD DO?"

- 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.

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 43 - 47)

MAKING A CLAIM (CONTINUED)

"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.

MAKING A CLAIM

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

- Contact You by telephone or letter to progress Your claim.
- Arrange for one of Our claims team to personally call on You.
- Appoint an a loss adjuster to deal with Your claim on Our behalf.
- 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.

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

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 escape of water Excess 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 penetration 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
 - Repair or Replacement 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 35 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

BUILDINGS

We insure the Buildings against damage by the following causes:

We will not pay for:

- The Excess shown in the Schedule

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 more than 35 consecutive days

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 Buildings 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 Your Home, or its domestic out Buildings or garages, is damaged at the same time
- Damage caused by bedding down of new structures or Settlement
- Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of Your Home are damaged at the same time
- Damage caused by coastal or river erosion
- Damage resulting from:
 - i Demolition or structural repairs or alterations to the Buildings
 - ii Faulty workmanship or the use of defective materials in the Buildings

BUILDINGS

We insure the Buildings against 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 35 consecutive days

l Accidental Damage - this cover only applies if shown on the Policy 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

BUILDINGS

PARAGRAPH 2 - ADDITIONAL COVER - The limits that apply to this Section are outlined in Your Policy Schedule

We also provide insurance for:

We will not pay for:

a Damage to underground services
Accidental Damage to cables or underground services supplying the Buildings

- The Excess shown in the Schedule

- The escape of water Excess 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

b Water and heating installations
Damage to any fixed domestic water or heating installation caused by freezing

- The escape of water Excess shown on the Schedule will apply

- loss or damage occurring after Your Home has been Unoccupied for more than 35 consecutive days

- Damage caused by wear and tear

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 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

- Any amount We pay under Section 2 Contents Paragraph 2 Additional Cover m

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 or oil

- 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 35 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

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 43 - 47)

BUILDINGS

PARAGRAPH 2 - ADDITIONAL COVER - The limits that apply to this Section are outlined in Your Policy Schedule

We also provide insurance for:

We will not pay for:

- The Excess shown in the Schedule

g 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 alternative accommodation until Your Home is fit to live in again

- Costs which incur without Our written permission

h Landscaping costs

We will pay for the loss or damage to trees, shrubs, plants and lawns that You own, while in the open and within the boundaries of Your home, as a result of damage insured under causes a - k of this section.

The most we will pay for any one claim is the amount shown in the schedule.

The most we will pay for any one tree shrub or plant is the amount shown in the Schedule

Loss or damage:

- From wear and tear or reduction in value
- Caused by moths, vermin, insects, parasites, woodworm, rot, fungus or poisoning
- Caused by gradually operating causes such as light or atmospheric conditions
- Caused by frost
- Caused by smoke and bonfires
- Caused by domestic animals or pets
- While Your home has been unoccupied for more than 35 consecutive days
- That occurs because You have not properly looked after any tree, shrub, plant or lawn
- That is caused in connection with Your trade, business or profession
- Vandalism or malicious acts caused by You or any person lawfully allowed to be in your home

i Adaptation of home following disability

We will pay the cost of adapting the Buildings for wheelchair access in the event that any member of the household who, as a result of an accident occurring during the period of insurance suffers disablement, which requires them to use a wheelchair for mobility and which will in all probability continue for the remainder of their life.

The maximum amount payable is the amount shown on the schedule

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 43 - 47)

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.

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 equal to or greater 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 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 improvement to Your property that adds value.

- 4 Maintenance

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

Please refer to Your Policy Schedule for the maximum amount payable in respect of Section I – Buildings, Paragraph 1 – Cover and Paragraph 2 – Additional Cover

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

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

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

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

-
- Accidental bodily injury, death, disease or illness of any person arising solely as owner (but not occupier) of the Buildings or the land belonging to the 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, 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 43 - 47)

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

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
 - 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

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 43 - 47)

BUILDINGS

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

GENERAL EXCLUSIONS TO PARAGRAPH 5

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

-
- 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
 - 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 3

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 43 - 47)**

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 escape of water Excess which appears 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 more than 35 consecutive days
- Repair or Replacement to a standard which will pose a risk to health or property or carried out by a contractor not approved by Us

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

- Loss or damage unless the Buildings are damaged at the same time

e Falling trees or branches

f Falling aerials, satellite aerials, their fittings or masts

- Any loss where We make payment under Section I Buildings Paragraph I Cover f

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 35 consecutive days

(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 43 - 47)

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:

- The Excess shown in the Schedule

i Storm or Flood,

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 Building

k Stealing or attempted stealing

- Loss by deception, unless it is only entry that is gained to Your Building 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
- The Excess shown on the Schedule
- Loss of Money from Your Home unless it has involved 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 35 consecutive days

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

Accidental Damage to Contents owned by any member of Your household or for which they are responsible –

This cover only applies if shown on the Policy schedule

We will not pay for:

- The Excess shown in the Schedule
-
- 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 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

PARAGRAPH 2 - ADDITIONAL COVER - The Limits that apply to this section are outlined in Your Policy Schedule

We also provide cover against:

a Deep freezer contents

Loss of, or Damage to, the food in a fridge or domestic deep freezer caused by a rise or fall in the 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 will not pay for:

- The Excess shown on the Schedule

- Loss or damage due to the deliberate act of the power supply authority or withholding or restricting of power by the authority
- Loss or damage resulting from neglect by You or Your household
- Loss or damage occurring after Your Home has been Unoccupied for more than 35 consecutive days

b 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

c 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:

d 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

e 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

f Loss of Oil

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

- Loss or damage by stealing unless involving forcible and violent entry into or exit from the 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 the building
- Any amount exceeding 20% of the Contents Sum Insured
- Accidental Damage

- Loss occurring after Your Home has been Unoccupied for more than 35 consecutive days

CONTENTS

We also provide cover against:

g Clean up expenses

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

h 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 overall benefit is shown in Your Schedule

The Excess shown in Your Schedule is not applicable

i 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

j Unauthorised use of Bank/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 35 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 bank cash cards, debit cards, charge, cheque and/or credit card(s) not being used by You or members of Your family in accordance with the conditions of use of the issuing house

CONTENTS

We also provide cover against:

k Visitors Personal Effects

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

l Moving House

Loss or damage to Contents in transit by land from Your Home for permanent removal to another within the Geographical Limits by professional removal contractors

m Fire Brigade Charges

The cost of the charges levied on You by a local authority 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

n Fatal Accident

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. The amount of this benefit is shown on the Policy

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

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.

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

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 2

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

- 1 Where the damage can be economically repaired, We will either arrange or authorise repair
- 2 Where the damaged or lost item can be replaced with an item of similar quality, We will either arrange or authorise replacement. If an exact replacement is not available, We will either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item We may make a deduction in respect of any increase in value to the Contents
- 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

CONTENTS

Maximum Amount Payable

Please refer to Your Policy Schedule for the maximum amount payable in respect of Section 2 – Contents, Paragraph 1 – Cover and Paragraph 2 – Additional Cover

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

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 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
 - 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 Home
 - 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 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 You or carried by an adult authorised by You

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)**

CONTENTS

GENERAL EXCLUSIONS TO PARAGRAPH 5

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

-
- 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 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
 - x any incident(s) where We may become legally liable to pay under Section 1 BUILDINGS PARAGRAPH 5 or Section 5 PARAGRAPH 3

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)**

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:

a Buildings

Damage to the Buildings by any cause insured in section 2 – Contents - paragraph 1- cover

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

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

- Loss or damage to property owned by You or any member of Your household

c Underground Services

Accidental Damage to cables or underground services supplying the Buildings

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

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

SECTION 3 - PERSONAL POSSESSIONS OUTSIDE THE HOME

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

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:

- The Excess shown in the Schedule
-
- | | |
|---|---|
| <p>a Accidental loss of, or Damage to, Valuables, clothing and Personal Effects</p> | <ul style="list-style-type: none"> - Any article used or held for business or professional purposes - Mobile phones, camcorders, hearing aids, china, glass, porcelain articles and items of a brittle or fragile 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 or local law enforcement agency 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 43 - 47)

PERSONAL POSSESSIONS OUTSIDE THE HOME

We insure: (CONTINUED)

- c Accidental loss of, or Damage to, sports equipment owned by members 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

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 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.

- 1
 - 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
- 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 Effects 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

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 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 - HOME OFFICE

This cover does not apply unless shown on the schedule

PARAGRAPH 1 - COVER

The cover provided under Paragraph 1 - Section 2 - contents - extends to include Office Contents – this covers home office furniture and fittings and also business equipment (as per business equipment definition) 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 5

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

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

HOME OFFICE

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:

Accidental bodily injury, death, disease or illness of any person arising directly from the use of Your Home or its domestic outbuildings as an office

Accidental loss of or Damage to property arising directly from the use of Your Home or its domestic outbuildings as an office

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

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

-
- 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

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
 - 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
 - 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

**(THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY
ARE SHOWN ON PAGES 43 - 47)**

SECTION 6 - NO CLAIM DISCOUNT

Provided no transfer of interest in this Policy has occurred and no claim has arisen during the period of insurance the renewal premium will be reduced by a no claims discount based on our current scale which is a maximum of 5 years.

Step-back Clause

If a claim arises or is made from an occurrence during any period of insurance for which the premium has been reduced under this section the no claim discount entitlement will be reduced by 2 years for each such claim on the RSA Superior Policy and 3 years on RSA Budget and Classic Policies from the next renewal.

Deferment Clause

If any claim in the expiring period of insurance has been disregarded in calculation of the no claim discount shown in a renewal schedule We may at our option treat such claim as having arisen during the period of insurance shown in the renewal Schedule.

The following will not affect discount:

- a) Claims which have been reported in compliance with condition 1 (on page 43) of the Policy and settled without any payment
- b) Claims which have been settled without any payment other than fees due from adjusters from Us

No claims discount protection is included on the RSA Superior Policy.

If one claim or incident that might result in a claim arises since the start of the Policy or since We prepared Your last renewal premium, and that is the only claim that has arisen in the three years before the next renewal of this policy, We will keep Your no claims discount at the same level it was at the start of the Policy or the last renewal. The no claims discount will not be advanced at the next renewal

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1 Notification of a claim

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

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

2 Conduct of the claim

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

No property may be abandoned to Us.

If We do not require the salvage of damaged goods then these goods may not be returned to us.

3 Fraud

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

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

4 Alteration in Risk

You must notify Us as soon as possible of any alteration in risk which materially affects Your Policy. Material information would include any special feature of Your property or member of Your Household which makes losses more likely to happen or more serious if they do. If You are unsure whether information is material, please contact Us on 1850 665 775.

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

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

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 rebate due to You from Us of not more than €25, inclusive of levy, then We will not refund You in respect of such rebate.

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 less a fixed expense of €35 (plus Government levy), provided no claim has been made during the current Period of Insurance.

7 Monthly premium cancellation

Your premium includes a fixed expense of €35 (plus Government levy) 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 a fixed expense of €35 (plus Government levy), 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 share.

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:

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) or 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 i.e. loss suffered as a result of a trick, stratagem or ruse by person(s) while in Your Home is excluded.

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 5 - Home office
- 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 or indirect losses

Consequential loss of any kind or description incurred by You or any member of Your Household. A Consequential loss is defined as a loss arising indirectly from an insured event.

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 chemicals or biological contagions or contaminants
- g) the use or threat of use of any nuclear device or radioactive substance

If we allege 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.

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

12 Sonic Bangs

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

13 Property excluded or more specifically insured

- Motor vehicles, trailers, caravans, boats, vessels, hovercraft, aircraft and their respective parts or accessories while attached other than motorised gardening equipment

14 Confiscation

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

15 Electronic Data

Any loss, Damage, breakage or destruction to any property, consequential loss (i.e. a loss arising indirectly from an insured event), or liability, directly caused by, or contributed to, 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 such equipment.

- The interruption of, or interference with data in electronic equipment resulting in the loss, destruction or corruption of transmission or corruption of data
- The transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
- The 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

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, Sandyford 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.