
THIS POLICY (AND THE SCHEDULE AND STATEMENT OF FACT WHICH FORM AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT, PLEASE ADVISE YOUR INSURANCE INTERMEDIARY IMMEDIATELY.

WE REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY MATERIAL FACTS OR CHANGES. 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 YOUR INSURANCE INTERMEDIARY

Property Owners

RSA Insurance Ireland DAC (herein called the Company) and the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their intermediary in correspondence Statements of Fact and other communications in providing the insurance and
- (d) 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 and
- (e) 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 and
- (f) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (g) 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 The Company proposes that the contract will be governed by Irish Law and
- (h) all communications between the Insured and the Company will be in English and
- (i) Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandycroft Road, Dundrum, Dublin 16.

GENERAL CONDITIONS

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company
- 3 The Insured at his own expense shall
 - (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Buildings furnishings ways works machinery plant caravans and vehicles in sound condition
 - (B) exercise care in the selection and supervision of employees
 - (C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This Policy shall be avoided if
 - (A) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - (B) the Insured's interest ceases otherwise than by death or
 - (C) any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased
 - (D) the Insured fails to implement the Risk Control Programme within the agreed timescalesat any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company
- 5 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company
- 6 Cancellation when the premium is paid annually
This Policy may be cancelled by
the Insured giving written instruction to the Company
or
the Company sending 30 days written notice to the last known address of the Insured
Cancellation will be effective from the receipt of valid instruction from the Insured
or
the expiry of the 30 days written notice sent by the Company
The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim

Cancellation when the premium is paid monthly
The Insured may cancel this Policy by giving written instruction to the Company and cancellation will be effective from the date of receipt of valid instructions
The Insured will be responsible for cancellation of the relevant Direct Debit Mandate
Should the Insured cancel or fail to comply with the credit agreement relating to this Policy and fail to pay immediately to the Company the full amount of premium or fail to take the action specified in a default notice issued by the Company before the date shown therein the insurance by this Policy is thereupon cancelled
The Company may cancel this Policy by sending 14 days written notice to the last known address of the Insured
- 7 Every warranty to which the Buildings or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this insurance

Non compliance with any such warranty insofar as it increases the risk of Damage as insured by the Policy shall be a bar to any claim in respect of such Damage provided that whenever this insurance is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period
- 8 All the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability stated in this Policy will apply as maximum limits to the Company's liability irrespective of the number of persons entitled to indemnity under this Policy.
For the purposes of the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability the Insured and all other persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the Company as one party and the Insured and all other persons entitled to indemnity as the other party

CLAIMS CONDITIONS

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any indemnity under this Policy or if any loss destruction or damage is occasioned by the wilful act or with the connivance of the Insured all right of indemnity under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
 - (A) notify the Company in writing forthwith
 - (B) give immediate notice to the Garda Síochána or other police authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
 - (C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
 - (D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
 - (E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
 - (1) full information in writing of the claim
 - (2) details of any other insurance relating to the claim
 - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
 - (4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon
- 5
 - (A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any Conditions of this Policy enter take or keep possession of the Building or Premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This Condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
 - (B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
The Insured shall give all such assistance as the Company may require
- 6 The Company shall be entitled if it so wishes to take over and conduct in the name of the Insured all claims and rights of action of the Insured in respect of any act giving rise to a claim under this Policy The Insured shall give all such assistance as the Company may require
- 7 The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
- 8 If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property
- 9 **Not applicable to Liability Insurance**
Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Company Any claim for which the Company has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer

- 10 Applicable only to Glass Breakage to Neon and Illuminated Signs Electric Light Fixtures and Sanitary Earthenware Insurance**
Notwithstanding Claims Condition (2A) of this policy in the event of any breakage loss or damage the Insured shall give immediate notice to the Company if such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from alleged inferior artistic merit
- 11 Applicable only to Liability Insurance**
Every letter claim writ summons and process in connection with the Event shall be forwarded to the Company immediately on receipt The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

PROPERTY DAMAGE INSURANCE

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property

The Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability or in respect of each item on rent 150% of the sum Insured

For the purpose of this insurance Damage shall mean loss destruction or damage

COVERS

The following are the Covers insured except as otherwise stated in the Schedule

- I A **Fire** excluding
 - (1) Damage by explosion resulting from fire
 - (2) the first €350 of each and every loss (referred to as the Insured's Contribution)
- B **Explosion** excluding Damage
 - (1) caused by the bursting of any boiler economiser or other vessel machine or apparatus which belongs to or is under the control of the Insured in which internal pressure is due to steam only
 - (2) to any vessel machine or apparatus or its contents resulting from the explosion thereof
 - (3) the first €350 of each and every loss (referred to as the Insured's Contribution)

but this shall not exclude Damage caused by explosion of

 - any boiler
 - gas

used for domestic purposes only
- C **Lightning** excluding
the first €350 of each and every loss (referred to as the Insured's Contribution)
- D **Aircraft** or other aerial devices or articles dropped therefrom excluding
the first €350 of each and every loss (referred to as the Insured's Contribution)
- 2 **Earthquake** excluding
 - (1) Damage caused by fire
 - (2) the first €350 of each and every loss (referred to as the Insured's Contribution)
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding
 - (1) Damage arising from nationalisation confiscation requisition or destruction by order of the government or any public authority
 - (2) Damage arising from cessation of work
 - (3) (A) the first €350 of each and every loss (referred to as the Insured's Contribution)
 - (B) Damage in the course of theft or attempted theft
 - (C) Damage in respect of any building which is empty or not in use
directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding
 - (1) the first €350 of each and every loss (referred to as the Insured's Contribution)
 - (2) Damage attributable solely to change in the water table level
 - (3) Damage caused by frost subsidence ground heave or landslip
 - (4) Damage to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding
 - (1) the first €350 of each and every loss (referred to as the Insured's Contribution)
 - (2) Damage by water discharged or leaking from an automatic sprinkler installation
 - (3) Damage in respect of any building which is empty or not in use
- 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal excluding the first €350 of each and every loss (referred to as the Insured's Contribution)
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
 - (1) by freezing in any building which is empty or not in use
 - (2) by heat caused by fire

(3) the first €350 of each and every loss (referred to as the Insured's Contribution)

8 Theft (which is deemed to include attempted theft) excluding Damage

- (1) from any part of the building not occupied by the Insured for the purpose of the Business
- (2) from the open or from any outbuilding
- (3) expedited or in any way brought about by the Insured or any director partner or employee of the Insured
- (4) due to a person obtaining any property by deception
- (5) to lead forming part of the exterior of the Premises
- (6) to money and securities of any description
- (7) due to disappearance unexplained or inventory shortage
- (8) to property in transit
- (9) which does not involve
 - entry to or exit from that part of the building occupied by the Insured for the purpose of the Business by forcible and violent means
 - or
 - actual or threatened assault or violence
- (10) the first €350 of each and every loss (referred to as the Insured's Contribution)

9 Subsidence ground heave or landslip excluding

- (1) the first €1,500 of each and every loss (referred to as the Insured's Contribution)
- (2) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion
- (3) Damage occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises or at any adjoining site
- (4) Damage arising from normal settlement or bedding down of new structures
- (5) Damage commencing prior to the granting of cover under this insurance

10 Any other accident excluding

- (1) the first €350 of each and every loss (referred to as the Insured's Contribution)
- (2) Damage by any
 - (A) of the Covers
 - (B) of the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)
- (3) Damage to any property caused by
 - (A) its own faulty or defective design or materials
 - (B) inherent vice latent defect gradual deterioration wear and tear
 - (C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- (4) Damage caused by
 - (A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - (B) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (C) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 - (D) change of temperaturebut this shall not exclude
 - (a) such Damage which itself results from other Damage and is not otherwise excluded
 - (b) subsequent Damage which itself results from a cause not otherwise excluded
- (5) Damage caused by
 - (A) pollution or contamination
 - (B) disappearance or unexplained loss or inventory shortage misfiling or misplacing of information
 - (C) acts of fraud or dishonesty
- (6) Damage to
 - (A) any building or structure caused by its own collapse or cracking
 - (B) any property or structure in course of construction or erection
 - (C) fences and gates by wind rain hail sleet snow flood or dust

11 A Accidental breakage of fixed Glass by fracture extending through its entire thickness

B Damage to neon and illuminated signs and electric light fittings

C Accidental breakage of fixed Sanitary Earthenware

D Damage by impact or falling glass to

- (1) the framework and fittings of the ground floor frontage
 - (2) goods on display in windows
- including Glass and Sanitary Earthenware in any part of the Buildings at the Premises otherwise occupied by the Insured as a private dwelling provided that such Glass and Sanitary Earthenware are not otherwise insured up to a maximum limit of €5,000 each and every claim

excluding

- (1) breakage or Damage

- (A) consequent upon alterations to the framework or position of any Glass or to neon and illuminated signs and electric light fittings or Sanitary Earthenware
- (B) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings
- (C) while the Premises are empty or not in use
- (D) existing prior to the commencement of this insurance
- (E) in respect of neon and illuminated signs and electric light fittings
 - (1) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat
 - (2) of bulbs or tubes unless consequent upon Damage to signs or fittings
- (2) any consequence of fire or explosion if more specifically insured

Provided that the liability of the Company in respect of

- (1) Damage by impact or falling glass to the framework and fittings of the ground floor frontage or goods on display in windows shall not exceed €600 any one loss
- (2) breakage of Damage to
 - (A) Glass which is bent tinted stained or fired or incorporated in multiple glazed units (other than double glazing units)
 - (B) decoration of protective film or alarm foil on glass shall not exceed €5,000 in any one period of Insurance
- (3) Breakage or damage to all other glass shall not exceed €5,000 in any one period of Insurance

12 Damage to Specified Items anywhere in the world as shown in the schedule (not applicable to Buildings of any construction General Contents Computer Equipment Stock Tenants improvements and Rent) excluding

- (1) Damage caused by
 - (A) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
 - (B) alterations maintenance repairs or any process of cleaning or restoring
 - (C) delay confiscation or detention by order of any Government or Public Authority
 - (D) counterfeit substitute or foreign coins
 - (E) mechanical or electrical breakdown or derangement
- (2) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
- (3) the contents of machines unless such contents are shown in the Schedule
- (4) depreciation contamination consequential loss or consequential damage of any kind or description
- (5) Damage consequent upon any person obtaining any property by deception
- (6) Damage caused by scratching or denting to works of art
- (7) property in an unattended vehicle unless the property is in a locked boot or glove compartment and the vehicle is locked

EXCLUSIONS

This insurance does not cover

A **Sonic Bangs**

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

B **War and Allied Risk**

Damage occasioned by

- (1) riot or civil commotion except to the extent that it is specifically insured
- (2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

C **Pollution and Contamination**

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Buildings caused by

- (1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- (2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

D **Radioactive Contamination**

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

E **Data Recognition Exclusion**

Unless Damage results from any Covers insured 1 to 9 this insurance does not cover loss resulting from direct or indirect Damage caused by any Failure of a System resulting in Damage (whether direct or indirect) to any such System or to any other Property Insured

For the purposes of this Exclusion—

Failure of a System means the failure or inability of a System (whether or not owned by the Insured)

- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
- (2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)

System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

Microchip includes integrated circuits and microcontrollers

THE INSURANCE PROVIDED

Item on Buildings

Buildings shall mean

- buildings built mainly of brick stone concrete or other non-combustible material
 - landlord's fixtures and fittings (including fitted carpets and other furnishings) in and on the buildings unless more specifically insured
 - small outside buildings extensions annexes gangways walls gates fences and Services at the Premises
- but excluding unless specifically notified to and accepted as insured by the Company land roads pavements piers jetties bridges culverts excavations and trees

Services shall mean

telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the Buildings to the perimeter of the premises or to the public mains (including those underground) all the property of the Insured for which they are responsible

General Contents shall mean landlords fixtures and fittings (including fitted carpets and other furnishings)

The Company will pay the following costs in respect of buildings which have suffered Damage

- A **the cost of reinstatement** being
the cost of rebuilding the buildings destroyed or of restoring the damaged portions to a condition substantially the same as but not better or more extensive than the condition of the buildings (or portions) when new
- B **the cost of complying with Public Authorities' requirements** being
such additional cost of reinstatement of buildings as may be incurred with the Company's consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the Insured following the Damage
provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow
- C **the cost of removing debris** being
the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of buildings but excluding any costs or expenses
- (1) incurred in removing debris except from the site of the Premises at which the Damage has occurred other than from the area immediately adjacent to that site
(2) arising from pollution or contamination of property not covered by this insurance
- D **the cost of professional fees** being
those necessarily incurred in the reinstatement of buildings but not for preparing any claims
except that in the event of underinsurance the amount payable shall be adjusted in accordance with Special Provision 4

Special Provisions

- 1 **Public Authorities' Requirements**
The Company shall not be liable in respect of cost B for
- requirements relating to undamaged buildings or undamaged portions of buildings but this shall not apply to foundations unless specifically excluded from the insurance
 - any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to in cost B
- 2 **Partial Damage**
Where Damage occurs to only part of a building the Company's liability for all costs in total shall not exceed the amount which the Company would have been liable to pay to reinstate the building had it been wholly destroyed
- 3 **Reinstatement on Another Site**
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability
- 4 **Underinsurance**
If the Declared Value is less than the Day One Reinstatement Value the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Declared Value bears to the Day One Reinstatement Value

Declared Value shall mean
the base value shown in brackets below the sum insured such value excluding any provision for inflation

Day One Reinstatement Value shall mean
the total of the costs A B C and D in reinstating the buildings to a condition substantially the same as when new at the level of costs applying at the commencement of the period of insurance

5 **Alternative Basis of Settlement**

The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

- (A) until the cost of reinstatement has actually been incurred
- (B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (C) if at the time of its Damage a building is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A
- (D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the buildings at the time of their destruction or the amount of the damage including the cost of

- | | | |
|---|---|--|
| — complying with Public Authorities' requirements
— removing debris
— professional fees | } | as defined in costs B C and D and subject
to the provisions and exceptions applying
to those costs |
|---|---|--|

except that

- (A) at its option the Company may rebuild or replace the buildings destroyed or portions damaged but without being bound to rebuild or replace the property exactly or completely and only as circumstances permit and in reasonably sufficient manner The Insured shall at their own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require
- (B) if at the time of the loss the Insured Value is less than the total of the value of the buildings and the additional costs B C and D the Company's liability shall be limited to that proportion of the amount otherwise payable which the Insured Value bears to that total

For the purpose of the Alternative Basis of Settlement Insured Value shall mean
115% of the base value shown in brackets below the sum insured but if no base value is shown the Insured Value shall be deemed to be the sum insured

Trace and Access and Repair or Replacement Extension

In the event of Damage resulting from escape of water or oil as covered by this Policy the Company will pay

- (A) the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good
- (B) the costs of repairing or replacing tanks apparatus pipes or appliances which have been damaged by freezing

Theft Cover Extension

Any cover granted under this insurance in respect of Theft includes

- (B) the reasonable expenses (not exceeding €1,250) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon Theft (as insured) of keys from the such building or from the residence of any of the authorised keyholding directors partners or employees of the Insured

Extinguishment Expenses

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured

Item on Rent

The Company will pay in respect of buildings which have suffered Damage

- A **the loss of rent** being
the actual amount of the reduction in the rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage
 - B **the additional expenditure** being
the expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of rent during the Indemnity Period but not exceeding the amount of the reduction avoided by such expenditure
- except that in the event of underinsurance the amount payable shall be adjusted in accordance with special provision 4

Special Provisions

1 **Service Charges**

Rent is deemed to include service charges unless otherwise stated in the Schedule

2 **Indemnity Period**

Indemnity Period shall mean the maximum period from the date of the Damage for which the Company shall be liable

to pay any loss such period being the number of years shown in the Schedule

3 **Savings**

If any charge or expense payable out of rent shall cease or reduce during the Indemnity Period in consequence of the Damage the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of special provision 4

4 **Underinsurance**

If the sum insured is less than the Day One Rental Value the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the sum insured bears to the Day One Rental Value

Day One Rental Value shall mean

the annual rent at the commencement of the period of insurance or

- (A) if a rent review is outstanding at that date
the estimated annual rent following settlement of the review
- (B) if the Premises are untenanted at that date the estimated annual
rent at which the Premises would have been let

} in each case proportionately
increased where the Indemnity
Period exceeds one year

5 **Alternative Accommodation**

If in consequence of the Damage the Insured shall use other premises to provide accommodation to tenants the rent received from these premises during the Indemnity Period shall be taken into account in assessing the loss of rent

6 **Prevention of Access**

This item includes loss as insured caused by prevention or hindrance of access to the buildings or prevention of use of the buildings in consequence of Damage by any Cover insured to property in the immediate vicinity of the buildings

GENERAL MEMORANDA

Temporary Removal Clause

The insurance extends to include any landlord's fixtures and fittings or other property within the definition of Buildings whilst temporarily at other premises for cleaning renovation or repair or other similar purposes and whilst in transit thereto or therefrom by road rail or inland waterway

but this cover applies only

- (A) in so far as the property is not otherwise insured
- (B) to Damage caused by any of the insured Covers specified in paragraphs 1-7
- (C) to Damage occurring in the Republic of Ireland Great Britain or Northern Ireland

Non-Invalidation Clause

The insurance shall not be prejudiced

- (A) by repairs structural and other alterations all of a minor nature and general maintenance work being undertaken at the Premises
- (B) if the lessee mortgagor or occupier of the buildings does anything which increases the risk of Damage by any cover insured without the authority or knowledge of the freeholder mortgagee or lessor
but this memorandum shall only protect the interest of the freeholder mortgagee or lessor and shall only apply if that party shall notify the Company immediately on becoming aware of the alteration in risk and pay any reasonable additional premium due

Fire Protection Equipment

The Insured shall take all reasonable measures to ensure that

- (A) any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order
- (B) the routine tests prescribed by the Company are carried out and any defects revealed by such tests are promptly remedied
- (C) the Company's written consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation

Alterations and Additions to the Premises

In the event that alterations or additions to the Premises are effected during the period of insurance and are not more specifically insured the undernoted increases in cover shall apply until the renewal date immediately following commencement of the alterations or additions

Buildings

the Declared Value and sum insured shall each be increased by such percentages as represents the value of the alterations or additions not exceeding either 10% or €650,000 whichever is the less

Rent

if the rent receivable is to increase following completion of the alterations or additions the sum insured shall be increased by the anticipated amount of the additional rent for the Indemnity Period insured not exceeding either 10% or €325,000 whichever is the less

Automatic Reinstatement of Loss

In the absence of written notice by the Company or the Insured to the contrary within 30 days of the notification of any Damage the sums insured by this insurance will not be reduced by the amount of any loss subject to the Insured paying the appropriate additional premium on the amount of the loss

Contracting Purchaser's Interest

If at the time of any insured Damage the Insured shall have contracted to sell their interest in any building insured and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser or on their behalf without prejudice to the rights and liabilities of the Insured or the Company until completion

Waiver of Subrogation Rights

Any claimant under this insurance shall at the request and at the expense of the Company take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Company

The Company shall not enforce any rights against

- (A) a tenant or lessee in respect of damage to the part of the buildings in the demise of that tenant or lessee or to common parts of the buildings unless the damage arises out of a criminal fraudulent or malicious act
- (B) any Company being Parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 155 of the Companies Act 1963

Unoccupancy Warranties

If any of the buildings insured under this policy become unoccupied the Company must be immediately notified and the Covers insured in respect of such building(s) and contents therein is amended to Cover 1 only

The following warranties apply in respect of the unoccupied building(s)

- (1) All gas water and electricity mains supplies are to be kept disconnected unless to supply an intruder alarm system until the building(s) are once again occupied
- (2) All outside doors are to be kept securely locked to prevent unauthorised entry
- (3) All windows are to be firmly secured at all times
- (4) Visits are to be carried out by the Insured at least 3 times per week to physically check the premises and to carry out any work necessary to maintain the security arrangements
- (5) All trade waste and combustible materials must be removed from or outside the premises

Fire Brigade Charges

Charges levied by a local authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing a fire affecting the property of the Insured in circumstances which have given rise to a valid claim under the policy up to a limit of €2,500

Workmen (Maintenance) Clause

Workmen are allowed on the premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like without prejudice to this insurance

LIABILITY INSURANCE

Definitions

- 1 Persons Entitled to Indemnity shall mean
- (A) the Insured
 - (B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
 - (C) at the request of the Insured
 - (i) any principal
 - (ii) any director or partner of the Insured
 - (iii) any Person Employedagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - (iv) the officers committees and members of the Insured's canteen social sports welfare and safety organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - (v) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured
- each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply
- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed shall mean any
- (A) Employee
 - (B) labour master and individuals supplied by him
 - (C) individual employed by labour only sub-contractors
 - (D) self employed individual (not being in partnership with the Insured)
 - (E) individual hired to or borrowed by the Insured
 - (F) individual undertaking study or work experience while under the supervision of the Insured
- } while under the direct control and supervision of the Insured
- 4 Injury shall mean bodily injury death disease or illness
- 5 Property shall mean material property
- 6 Business shall mean that which is specified in the Schedule which must be conducted solely from premises in the Republic of Ireland and shall include
- (A) ownership repair and maintenance of property used in connection with the Business
 - (B) provision and management of canteen social sports welfare and safety organisations and first aid ambulance and medical services for the benefit of any Person Employed
 - (C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
 - (D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- but in respect of Section 1 shall not include any work undertaken Offshore
- 7 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 8 Mechanically Propelled Vehicle shall mean a mechanically propelled vehicle as defined by the Road Traffic Acts
- 9 Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 10 Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Section 1 Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

- (A) in the Republic of Ireland
- or
- (B) while temporarily outside such territory

arising out of and in the course of employment by the Insured in the Business

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of

- (A) costs of legal representation at
 - (i) any coroner's inquest or inquiry in respect of any death
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section

(B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- 2 the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof

Exclusions to Section I

The indemnity will not apply

- 1 to legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- (i) that of any principal
 - (ii) accepted under agreement and would not have attached in the absence of such agreement
- 2 in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

SECTION 2 PUBLIC/PRODUCTS LIABILITY

The Company will provide indemnity to any Person Entitled to Indemnity

- I up to the Limit of Indemnity against legal liability for damages in respect of
 - (A) accidental Injury of any person
 - (B) accidental loss of or damage to Propertyhappening during any Period of Insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with I above
- 3 in respect of
 - (A) costs of legal representation at
 - (i) any coroner's inquest or inquiry in respect of any death
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in I abovewhich may be the subject of indemnity under this Section
 - (B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under I aboveincurred with the Company's written consent

Provided that in respect of

- (A) any one Event
- (B) all Events happening during any Period of Insurance in respect of products supplied
- (C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Company in respect of I above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3 the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

Exclusions to Section 2

The indemnity will not apply to legal liability

- I arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
 - (A) Mechanically Propelled Vehicle other than legal liability arising out of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at the premises of the Insured
 - (iii) the loading or unloading of any Mechanically Propelled Vehicle
 - (iv) the ownership possession or use of a semi-trailer or trailer (whether coupled or uncoupled to any vehicle
 - (B) aircraft or other aerial device
 - (C) aerospace device
 - (D) hovercraft
 - (E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- } except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- 2 for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
- (A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
 - (B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
 - (C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - (i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - (ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this Policy to have occurred at the time such incident takes place

- 5 (A) in respect of loss of or damage to any
- | | | |
|---|---|----------------|
| <ul style="list-style-type: none"> (i) product supplied (ii) contract work executed | } | by the Insured |
|---|---|----------------|
- caused by any defect therein or the unsuitability thereof for its intended purpose
- (B) for the costs of recall removal repair alteration replacement or reinstatement of any
- | | | |
|---|---|----------------|
| <ul style="list-style-type: none"> (i) product supplied (ii) contract work executed | } | by the Insured |
|---|---|----------------|
- necessitated by any defect therein or the unsuitability thereof for its intended purpose

- 6 arising from or in connection with
- | | | |
|---|---|--------------------|
| <ul style="list-style-type: none"> (A) advice (B) design (C) specification | } | provided for a fee |
|---|---|--------------------|

- 7 arising from or in connection with any
- | | | |
|--|---|----------------|
| <ul style="list-style-type: none"> (A) product supplied (B) contract work executed | } | by the Insured |
|--|---|----------------|

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

- 8 for
- (A) fines or penalties
 - (B) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - (C) aggravated exemplary or punitive damages awarded by any court outside the Republic of Ireland

- 9 of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- 10 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

11 Data Recognition Exclusion

The indemnity will not apply to any liability of whatsoever nature which is caused directly or indirectly by or arises out of the Failure of a System

Definitions

- (A) Failure of a System means the failure or inability of a System (whether or not owned by the Insured)
 - (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
 - (2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)
- (B) System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- (C) Microchip includes integrated circuits and microcontrollers

ADDITIONAL INFORMATION (not forming part of your contract)

RSA DATA PROTECTION NOTICE

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

1. Who are we?

We are RSA Insurance Ireland DAC (RSA) and we provide commercial and personal insurance products and services. We also provide insurance services in partnership with other companies.

2. Why do we collect and use your personal information?

RSA will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls with RSA may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

PURPOSE	LEGAL BASIS
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; To comply with legal obligations (eg. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Siochana or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract

To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

3. How else do we collect information about you?

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see www.inslink.ie) and other insurers.
- Other fraud prevention databases available in the insurance industry.

4. Will RSA share your personal information with anyone else?

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see www.inslink.ie) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

6. For how long will RSA keep your information?

RSA Information submitted for a quotation may be retained by us for a period of up to 72 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

8. What are your rights over the information that is held by RSA?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to ie_dataprotection@ie.rsagroup.com or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

9. Changes to our Data Protection Notice.

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

10. How do you ask a question about this Data Protection Notice?

If you have any questions or comments about this privacy notice please contact:

The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandymount Road, Dundrum, Dublin 16, D16 FC92

You may also email us at ie_dataprotection@ie.rsagroup.com

11. How can you lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to ie_dataprotection@ie.rsagroup.com or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portlaoine, Co Laois, R32 AP23.

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 your insurance you should contact us immediately at

RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16.

Telephone no: 1890 290100, Outside Ireland Telephone +0353 1 2901000 or by email at complaints@ie.rsagroup.com

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

Insurance Ireland, 39 Molesworth Street, Dublin 2

Tel: 01 6761914 www.insuranceireland.eu or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2

Tel: 01 6620899 or 1890 882090 www.financialombudsman.ie



RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and 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.