
YACHT AND PLEASURE CRAFT 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 IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT, PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

WE WOULD 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 ADVISER

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

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold 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 broker in correspondence proposal forms 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. All communications between the Insured and the Company will be in English and
- (h) Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)
- (i) If any change to your policy accepted by us would (but for this clause) result in additional premium payable by you of not more than €25 then we will not charge you in respect of such additional premium.
If any change to your policy accepted by us would (but for this clause) result in a refund of premium to you of not more than €25 then we will not be obliged to make such a refund to you

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GENERAL DEFINITIONS

Throughout this Policy, "You" and "Your" refer to the "Insured" shown on the Schedule. "We" and "Our" refer to RSA Insurance Ireland DAC providing this insurance.

"Insured Person" means you, related household members or any person operating your vessel with your prior permission and without charge. This does not include a paid master or crew member of the insured vessel, or any person or organisation or their agent or employee operating a marina, shipyard, sales agency or like organisation.

"Vessel" means your Yacht or Pleasure Craft as described in the Schedule.

"Hidden Defect" means a hidden flaw in the construction or material of the vessel or part of the vessel which is not discovered by using reasonable care.

SECTION A

HULL INSURANCE — LOSS OF OR DAMAGE TO THE VESSEL

PROPERTY INSURED

We cover your vessel as described in the Schedule, including outfit and equipment which form part of the vessel's inventory. We also cover the dinghy and its motor which you own and use with your vessel and which is usually carried on deck or in davits. We cover this property afloat and while ashore or being transported on a land conveyance, including during loading or unloading. If equipment is temporarily not on board the vessel and is ashore for storage or repair, we will cover it for up to 20% of the amount shown under Section A in the Schedule. This reduces the amount of insurance remaining on the vessel by the value of that equipment.

PERILS INSURED

Unless excluded under Section G of this Policy, we insure against all risks of accidental direct physical loss or damage. We also cover physical damage caused directly by any hidden defect in your vessel. However, we do not cover the cost of repairing or replacing any defective part or of making good a defect in design or construction.

VALUATION

We have agreed with you the value of your vessel and other property covered, as stated in your proposal form. This amount is shown in the Schedule. It will be used to help us measure the amount of loss.

AMOUNT WE WILL PAY

We will pay for a total loss of your vessel and other property covered only if the vessel is completely lost or destroyed. We will also pay for a constructive total loss if the cost of recovering and repairing the vessel is greater than the amount of insurance shown for your vessel on the Schedule. If we pay you for a total loss or constructive total loss, you agree that we are entitled to salvage proceeds or recovery therefrom, if any. If there is a total loss of your vessel, we will not deduct for depreciation in determining the value of any property. If there is a partial loss, however, we may deduct for depreciation on inboard engines, machinery, outboard motors, sails and protective covers of fabric or similar material.

REPAIR OPTION

In the event of damage, we have the option of limiting payment for repair of the damaged portions in accordance with:

- (a) customary and/or generally accepted boatyard repair practices and/or
- (b) the repair procedures recommended by the builder.

We also have the option of deciding the place of repair or repairing firm and may require tenders to be sought for the repair work.

DEDUCTIBLE

We will subtract the deductible shown on the Schedule from any payment we make under this Section for all losses due to a single accident or incident. However, the deductible amount will not be subtracted if there is a total loss or constructive total loss of your vessel.

ADDITIONAL COVER

We will pay all reasonable salvage charges and necessary expenses up to the value of your vessel shown on the Schedule, for minimising or averting a loss covered by the Policy.

In the event of an accidental grounding we will pay the costs of examining the bottom of the vessel, if reasonably incurred for that purpose, even if no damage is found.

SECTION B BOAT TRAILER COVER

COVER PROVIDED

We provide cover for the trailer listed on the Schedule against all risks of accidental loss or damage to the trailer from any external cause, unless excluded under Section G.

AMOUNT WE WILL PAY

In determining the amount of our payment to you under this Section, we will pay the lesser of:

(a) the cost of repairs

or

(b) replacement cost less depreciation

but in no case is payment to exceed the amount of insurance shown in Section B on Schedule.

DEDUCTIBLE

The amount stated in the Schedule will be deducted from each adjusted loss. However, the deductible will not be applicable in the event of a total loss or a constructive total loss of the trailer.

SECTION C PERSONAL EFFECTS

PROPERTY INSURED

We insure personal effects, including clothing and sports equipment, belonging to you, your family members or guests, while they are on board or being carried on or off your vessel, but there is no cover while the vessel is laid up for repairs or storage. There is no cover for money, jewellery, furs, travellers cheques or other valuable papers or documents.

PERILS INSURED

Unless excluded under Section G of this Policy, we insure against all risks of accidental loss or damage. However, claims for theft of personal effects will be payable only if the theft follows forcible entry into the vessel.

AMOUNT WE WILL PAY

We will pay for the actual cash value of personal effects, but not exceeding what it would cost to repair or replace the property with material of like kind and quality. Our liability in any one loss to personal effects will not be more than the amount insured as stated in the Schedule, regardless of the number of people who may have suffered a loss arising out of the same event.

DEDUCTIBLE

The amount stated in the Schedule will be deducted from each adjusted loss.

SECTION D MEDICAL PAYMENTS INSURANCE

COVER PROVIDED

We will pay the reasonable expenses of necessary medical, surgical, ambulance, hospital and professional nursing services and, in event of death, funeral costs incurred within one year from the date of, and resulting from, an accident to any person while in, upon, boarding or leaving, the insured vessel.

LIMITS OF LIABILITY

Our liability in any one accident shall not exceed the amount of insurance shown for Medical Payments on the Schedule, regardless of the number of persons involved in the accident or series of accidents arising out of the same event.

SECTION E

LIABILITIES TO THIRD PARTIES

COVER PROVIDED

Unless excluded under Section G of this policy, we will reimburse an insured person with any amount which that person becomes legally liable to pay in respect of any of the following:

- Loss of life or bodily injury which results from ownership or use of the insured vessel.
- Loss of or damage to any other vessel or property on board such other vessel which arises from your ownership or use of the insured vessel.
- Loss of or damage to any harbour, dock, slipway, gridiron, pontoon, pier, quay, jetty, buoy, cable, or other fixed or movable property, which arises from ownership or use of the insured vessel.
- Costs that result from the raising, removal or destruction of the wreck of your vessel, or an attempt at any of these. We will also cover any bodily injury, death or loss of or damage to property that arises because you fail to raise, remove or destroy the wreck of your vessel.
- The rescue of you, your passengers or members of your crew.

OPTION TO SETTLE OR DEFEND

If an insured person is named in a suit alleging liability for these events, we will settle or defend the suit as we think appropriate. Our obligation to pay settle or defend will not be subject to any deductible.

LIMIT OF LIABILITY

Our liability under this Section is subject to a maximum limit of liability shown under Section E of the Schedule. Our obligation to pay settle or defend ends when we have paid that amount on your behalf. This is the most we will pay, regardless of the number of insured persons or vessels involved in any one accident or series of accidents arising out of the same event.

RESTRICTED LIMITS FOR WATER-SKIING

During such time as the vessel or its dinghy is being used for water-skiing, aquaplaning or any similar sport in which objects or persons or both are towed, and until such operation has ceased and the persons or objects engaged in such sport have been safely taken on board the vessel or safely landed elsewhere, the limits afforded by this Section shall be the restricted limits as stated in the Schedule under Section E.

SUPPLEMENTARY PAYMENTS

In addition to the limit of liability shown on the Schedule, we will pay on behalf of an insured person:

- (a) Interest on our portion of the judgement which is earned before we make payment.
- (b) Loss of earnings (but not of other income) of up to €65 per day for attendance at court proceedings at our request.
- (c) Legal or other reasonable expenses incurred with our prior written approval.

SECTION F

RACING RISK COVER

COVER PROVIDED

The limits afforded by this section shall be stated in the Schedule under Section F and when the additional premium has been paid it is agreed that notwithstanding Section G paragraph 15 we will pay two thirds of the cost (without application of the deductible) of replacing or repairing sails, masts, spars, standing and running rigging lost or damaged while the vessel is racing. If the loss or damage is caused by the vessel being stranded, sunk, on fire or in collision with any external substance (ice included) other than water we will pay the cost of replacing or repairing but we will subtract the deductible shown on the Schedule from any payment.

You agree not to arrange or have arranged on your behalf additional insurance on any part of the cost of replacing or repairing your sails, masts, spars, standing and running rigging not recoverable under this extension of cover.

You also agree that the value of the sails, masts, spars, standing and running rigging stated by you on the proposal and as set out in the policy Schedule represents the full replacement cost of all sails carried (whether set or not), masts, spars, standing and running rigging and the value will be used to help us measure the amount of loss.

SECTION G

GENERAL EXCLUSIONS

(Applicable to all Sections)

Please read the following exclusions carefully. They apply to all sections of the Policy and may tell you that a loss is not covered:

1. We do not provide cover while the vessel is chartered, rented to others, used to carry persons or property for a fee, or used for other commercial purposes or is on exhibition, unless we have first agreed to such cover in writing.
2. We do not provide cover while the vessel is being towed (except when in need of assistance on water) or undertaking towage of other vessels (except vessels in distress) unless we have first agreed to such cover in writing.
3. There is no cover if without our written permission your vessel is taken outside the navigating limits described on the Schedule.
4. We do not cover physical damage or loss caused by or resulting from normal wear and tear, gradual deterioration, marine life, electrolysis, osmosis, corrosion, rust, dampness, normal wetting or weathering.
5. We do not cover damage to the machinery caused by or resulting from mechanical or electrical breakdown.
6. This policy does not cover claims for loss, damage or liability arising from deliberate wrongful acts or wilful misconduct of any insured persons.
7. If your vessel is under 8 meters long, we will not pay for loss or damage arising from the vessel being left moored or anchored unattended off an exposed beach or shore.
8. We will not pay for loss or damage due to ice, freezing or extremes of temperature.
9. We will not pay for loss or damage due to any physical condition of the vessel (other than hidden defects) that existed prior to the effective date of this insurance.
10. We will not pay claims for unexplained disappearance of property, personal effects or equipment from the vessel.
11. We will not pay for loss or damage arising from theft of your vessel while left unattended on a trailer or theft of your trailer left unattended unless the trailer is kept in a locked or secure yard or compound except where the trailer has had a wheel clamp fitted or any alternative device which has been approved by the Company in writing.
12. We will not pay claims for theft of an outboard motor unless at the time of the loss it had been locked to the craft by an anti-theft device in addition to its normal method of attachment or the theft followed forcible entry into the vessel or place of storage.
13. We do not pay compensation for loss of use of the vessel or for other consequential losses even if resulting from loss or damage covered by the Policy.
14. This Policy is null and void if your vessel is used for any illegal purpose.
15. If your vessel is a motor boat or speedboat, we will not pay for any loss, damage or liability which occurs while the vessel is racing or engaged in speed testing.

If your vessel is a sailing yacht we will not pay for loss of or damage to sails, rigging, masts and spars while the yacht is racing, unless the loss or damage is caused by the vessel being stranded, sunk, on fire or in collision.
16. We will not pay for loss or damage to electrical apparatus caused by electricity, other than lightning, unless fire results, and then only for the loss or damage caused by the fire.
17. There is no cover for any liability under an agreement made (by contract or otherwise) by an insured person, without our prior written consent.
18. We do not provide cover for legal liability to persons employed by you or by any other insured person.
19. There is no cover for liability in respect of bodily injury, loss of life, or property damage arising out of the transportation of the vessel on land.
20. There is no cover for liability to or of divers or snorkellers while operating overside from the insured vessel.
21. We do not provide medical payments cover for any person who is a trespasser or uninvited guest while in, upon, boarding or leaving the vessel.
22. We do not pay for any loss during war or peace caused by or resulting from the capture, seizure, arrest, detainment, requisition or other taking of your vessel by any government or its agents whether lawful or not.

This Policy also does not cover loss, damage or liability if caused by or resulting from war declared or undeclared, martial law, or hostile or warlike action taken by any government or its agents, any sovereign power, any authority using naval, military or air forces or those forces themselves. We do not pay for loss, damage or liability resulting from civil war, insurrection, rebellion, revolution, usurped power or action taken by any governmental authority in defending against these happenings.

23. We will not pay for any damage or expenses caused by strikes, labour disturbances, riots or civil commotion.
24. There is no cover for liability under the provisions of any compulsory third party road insurance legislation or any amending legislation
25. This policy excludes any loss damage liability or expense arising from
 - a) Terrorism or
 - b) Steps taken to prevent suppress control or reduce the consequences of any actual attempted anticipated threatened suspected or perceived terrorism

For the purpose of this exclusion terrorism means any act of any person or group of persons or organisation involving

- i) The causing occasioning or threatening of harm of whatever nature and by whatever means or
- ii) Putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious ideological or similar nature

If the company asserts that any loss damage liability or expense is not covered by reason of this clause it shall be for the insured to prove the contrary

26. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - v) any chemical, biological, bio-chemical, or electromagnetic weapon.
27. i) Subject only to clause ii below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- ii) Where this clause is endorsed on policies covering risks of war; civil war; revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power or terrorism or any person acting from a political motive, clause i shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

SECTION H

GENERAL CONDITIONS

(Applicable to all Sections)

This Section contains general conditions and exclusions that apply to the entire Policy. They may affect your cover. You should read these conditions carefully. In many cases, they require you to take certain action in order to keep your policy cover in effect, also they may tell you that your loss is not covered by the Policy.

CHANGES TO THE POLICY

This Policy contains all the terms and conditions of the cover agreed between you and us. Any changes must be agreed in writing and signed by us.

CANCELLATION

You may cancel this Policy by returning it to us or to our authorised representative stating, in writing, the future date upon which you require the Policy to be cancelled. We may cancel this Policy at any time by giving you 30 days' written notice. The mailing of notice by registered mail to your last known address is sufficient proof of our notice of cancellation. Delivery by hand of notice shall be equivalent to mailing.

RETURNS OF PREMIUM

If the vessel is sold or transferred to new ownership the Policy will be cancelled from the time of sale or transfer and a pro rata return premium will be allowed provided no claim has been made in the current period of insurance. When we cancel cover the return premium will be pro rata of the annual premium provided no claim has been made in the current period of insurance.

If a total loss is paid during the currency of the Policy you will not be entitled to any return of premium in respect of the unexpired period as the Policy will have fulfilled its commitment.

OUR RIGHT TO RECOVER

You may have right to recover for a loss from someone else. You must do everything possible to preserve our right to recover. Once we pay your loss under this Policy, the right of recovery belongs to us.

NO CLAIM DISCOUNT

We will reduce your renewal premium if no claim is made during the period of insurance up to a maximum of 4 years discount in accordance with the Company's current scale of discount for no claims on Yacht and Pleasure Craft Insurance.

We will also allow you the discount on your first premium on production of proof of a claims free period with another insurer which immediately precedes inception of this Policy.

NO-WAIVER PROVISIONS

No action on our part, after a loss, to recover or save the property from further loss, nor any action which we may take in connection with the investigation of any loss, shall be considered as a waiver of any of our rights under this Policy.

CONTINUATION CLAUSE

If you are away from any port at the time this Policy expires we will extend your cover until you arrive at the nearest safe port. You must notify us as soon as possible and pay the additional premium required.

This continuation privilege does not apply if the Policy is cancelled by you or us.

TRANSFER OF INTEREST

If you sell, transfer, mortgage or pledge your vessel or this Policy, cover will cease without further notice to you unless such change is accepted by us in writing.

CONCEALMENT OR MIS-REPRESENTATION

If any person or organisation has concealed or misrepresented any material fact or circumstance relating to this insurance, this Policy shall be null and void.

LAY-UP

If your vessel is to be laid up for the period shown on the Schedule it:

- (a) must be in a safe berth for storage ashore or afloat
- (b) must not be ready for immediate use
- (c) must not be used for living on board
- (d) must not be used for any purpose other than dismantling, preparing for fitting out or customary overhaul and servicing.

BANKRUPTCY

Bankruptcy of any person or organisation insured does not relieve us of any of our obligations under this Policy.

UNREPAIRED DAMAGE

In the event you request payment for unrepaired damage for a loss covered by this Policy, we will limit such payment to the actual cash value of the damaged parts, but not exceeding the cost of repairing or replacing the damaged property with material of like kind and quality.

If your vessel or any property installed on it is damaged but, before repairs or replacements are made, the vessel becomes a total loss or a constructive total loss, we will pay only the amount insured. We will not pay for the unrepaired damage in addition to a total loss or constructive total loss payment.

SEAWORTHINESS OBLIGATION

It is your obligation under this insurance contract to maintain your vessel in a seaworthy condition at all times, and we will not pay for any loss, damage or liability arising from unseaworthiness due to your failure to comply with this obligation. This obligation also requires you to maintain the fire extinguishing equipment in efficient working order.

BENEFIT TO BAILEES

No person or organisation having custody of the property insured and being paid for service may benefit from this insurance.

OTHER INSURANCE

If you have other insurance that covers your loss, this Policy will pay only the amounts you are unable to recover from such other insurance.

PAYMENT OF LOSS

We will pay for loss covered under this Policy within 30 days after we receive proof of your loss that is satisfactory to us.

JURISDICTION

This policy is subject to Irish jurisdiction. There is no cover in respect of judgements or orders delivered by, or obtained from, courts in any other country.

SECTION I

WHAT TO DO IN CASE OF LOSS OR ACCIDENT

IN EVENT OF LOSS

Your full compliance with the following requirements are conditional to cover under this Policy and failure on your part to comply will deprive you of a right to recover. If you have a loss or someone is making a claim against you that you think may be covered under this Policy, this is what you must do:

NOTIFY US

Notify us or our authorised agent of the loss or claim immediately. You may wish to have your broker do so on your behalf, but you must make certain that this is done and we are provided with all available information about the accident or event as soon as possible.

You should furnish us with the following:

- (a) Your Name, Address and Policy Number.
- (b) A full description of the loss or claim. The time and place of the accident or event. The names and addresses of anyone injured and any witnesses.

If someone was injured, you agree to do whatever is necessary to enable us to obtain medical reports and copies of records which relate to the accident or injury.

If bodily injury or loss of life or theft occurs, notify the appropriate authorities and comply with any other regulations governing the reporting of such incidents.

Submit to us within 30 days after our request your signed claim statement or proof of loss.

PROTECTING DAMAGED PROPERTY

If your vessel or other property covered by this Policy is damaged by an insured peril, you must take all lawful and reasonable steps to prevent and minimise any further damage. We will reimburse you for reasonable expenses incurred in protecting the property from further damage that would be covered by the Policy.

If we take any steps to protect damaged property, this does not mean we are accepting an abandonment of the property. If you take any steps to protect damaged property, this does not mean you are waiving any rights you have to abandon the property.

Do not do more than is reasonably necessary to protect the property from further damage without first getting our written permission. For instance, do not make any repairs that are not necessary to actually protect the property from further damage without our prior permission. If you do, we do not have to reimburse you for your expenses.

If emergency or protective repairs are made, have the repair yard save any parts which are replaced. We may wish to inspect them.

CO-OPERATION WITH US

In the event of loss covered by this Policy, co-operate with us fully and agree to be examined under oath if we so request. Do not assume any obligations, admit any responsibility or make any settlements or payments without first securing our written permission. You may, however, take reasonable steps which are necessary to protect damaged property.

If you receive any legal papers in connection with a claim or legal proceedings, you must immediately send us copies. If you fail to do so, we will not provide cover.

If you are sued and you receive our written approval to defend the lawsuit, we have the right to select or approve the lawyer to defend you. We have the right to settle a claim or suit if we consider that to be the best course of action.

If we ask, you must attend hearings and trials. You must also assist us in obtaining and giving evidence, obtaining witnesses and making settlements.

SPECIAL REQUIREMENTS FOR MEDICAL PAYMENTS UNDER SECTION D

Any person seeking medical payments by us under Section D must:—

- (a) Provide us with all documentation, bills and reports requested by us.
- (b) Submit to a physical examination by a physician selected by us when and as often as we reasonably require.
- (c) Provide us with written authorisation for release to us of copies of pertinent medical reports and records.

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 your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC
RSA House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.
Telephone: 1890 290 100 Outside Ireland: 00353 1 290 1000
Email: complaints@ie.rsagroup.com

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

DATA PROTECTION NOTICE

RSA Insurance Ireland DAC recognise that protecting personal information, including sensitive personal information, is very important and we recognise that our policyholders 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 is provided to us in connection with this insurance policy, either by or on behalf of the policyholder. If information is provided relating to any individual, the Policyholder is responsible for obtaining the individual's consent to the use of their data in the manner outlined below.

WHAT DOES RSA DO WITH PERSONAL DATA?

Information provided will be used by RSA for the purposes of processing the application for insurance and administering the insurance policy. RSA may require sensitive data relating to individuals (such as medical, health or conviction data) in order to process the application and/or any claim made. By providing such data you explicitly consent to it being retained and used and verified by RSA for the purposes set out in this Notice.

While RSA may disclose data to the policyholder and to any individuals related to the policy or their representatives, all information supplied will otherwise be treated in confidence by RSA. In particular, RSA will not disclose personal data to any third parties except

- a) to our agents, subcontractors and re-insurers
- b) to third parties involved in the assessment, administration or investigation of a claim,
- c) where consent has been received or
- d) where required or permitted by law.

In order to provide policyholders with products and services this information will be held in the data systems of RSA or our agents or subcontractors.

RSA may pass information to other companies for processing on our 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 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 or verify information with companies within the RSA Insurance Group, other organisations outside the RSA Insurance Group including where applicable private investigators and public bodies including An Garda Síochána;
- Check and / or file details with fraud prevention agencies and databases, and if false or inaccurate information is given to us and we suspect fraud or a breach of a policy condition, we will record this. RSA may also search these agencies and databases to:
 - a) Help make decisions about the provision, refusal and administration of insurance and related services for the policyholder and/or any person relevant to the policy (e.g. named drivers).
 - b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage accounts or insurance policies;
 - c) Check identity to prevent money laundering, unless other satisfactory proof of identity is supplied to us;
 - d) Undertake credit searches and additional fraud searches.

INSURANCE LINK DATABASE

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self insurers or statutory authorities. This information includes the claimant's name, address and date of birth and the type of injury or loss suffered.

Insurance companies share claims data:

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

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. RSA also reserve the right to use Insurance Link information at underwriting stage. More information about Insurance Link can be found at www.inslink.ie

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

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

HOW TO CONTACT US:

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

