

HOME INSURANCE

▶ B E N C H M A R K



BENCHMARK HOLIDAY HOME

Policy

Your Claims Helpline Number is noted on your policy schedule

Emergency Home Assist Helpline

We provide an emergency 24 hour Home Assist emergency helpline which can provide you with a connection to an approved network of repairers (plumbers, electricians, glaziers, locksmiths, roofers etc.) to help alleviate the effects of a loss as quickly as possible. See your policy schedule for the contact number.

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WELCOME

Welcome to the Benchmark Holiday Home Insurance Policy and thank you for arranging your insurance with us. Your Home Insurance is underwritten by RSA Insurance Ireland Ltd.

Please check your proposal form to ensure that the details contained on it are accurate as this document forms the basis of your insurance contract. Your acceptance of this policy indicates your agreement that the details contained on the proposal form are accurate.

If the schedule details do not agree with the details completed on your proposal form, or if the details on the proposal form are incorrect, then please return them immediately with a note of the changes that should be made.

Please also read this Policy carefully to ensure that it provides the cover you require. Your policy schedule sets out which sections of cover you have purchased and your sums insured. Please examine this policy, your schedule and any endorsement pages to make sure that they give you protection according to your present needs.

You should advise immediately if the use of your home changes, such as it becoming let out to tenants, becoming unoccupied or being used for a business purpose. You should also advise immediately if the nature of your home changes in a way that might affect our attitude to the cover provided such as during the building of an extension. If you are in any doubt as to whether a change is material, please notify it.

The reinstatement value of your Buildings shown in the Schedule will be adjusted at each renewal to reflect increased rebuilding costs. You should satisfy yourself that this value is adequate to cover the full rebuilding cost of the entire Buildings, including the cost of professional fees and site clearance. If the sums insured are inadequate, it may affect the settlement of any claims you submit under the policy. We may at any time, on the advice of a surveyor or loss adjustor, amend the sums insured so that they represent the true values at risk.

This Policy, which includes and shall be read as one document with the Schedule, Endorsements, Proposal Form and Statement of Facts Declaration, evidences a contract of insurance between you and RSA Insurance Ireland Ltd.

Provided you have paid or agreed to pay the premium RSA Insurance Ireland Ltd. will, subject to the terms, conditions, limitations and exclusions of this Policy provide the insurance as described in the following pages for those sections of the policy you have chosen.



Philip Smith
Chief Executive Officer
RSA Insurance Ireland Limited

THE LAW APPLICABLE TO THE CONTRACT

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance, both you and we are free to choose the law applicable to the contract. We propose that Irish Law apply to the contract

INSURER

The insurer with which your Holiday Home Insurance contract will be concluded is RSA Insurance Ireland Ltd. which is established in Ireland.

Where Benchmark Underwriting Ltd. issues Legal Expenses cover in association with this Home Insurance, a separate wording will be issued. Any such cover provided will apply only for as long as this Home Insurance remains in force. Details of the insurer with which the contract will be concluded will be clearly stated on the Policy Schedule.

INSURANCE ACT 1936 (OR FUTURE AMENDMENTS THERETO)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

FINANCE ACT 1990 (OR FUTURE AMENDMENTS THERETO)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

COMPLAINTS PROCEDURE

If you have any complaint about this contract you should first contact your broker at the number shown on your policy schedule. If the complaint is not resolved to your satisfaction you may contact:

Complaints Officer
Benchmark Underwriting Ltd.
RSA House, Dundrum Town Centre,
Sandyford Road,
Dublin 16.

If you are not satisfied with the way in which a complaint has been dealt with please write to:

Customer Complaints Manager
RSA Insurance Ireland Ltd
RSA House, Dundrum Town Centre,
Sandyford Road,
Dublin 16.

Should you remain dissatisfied you can approach the

Irish Insurance Federation's
Insurance Information Service
39 Molesworth Street,
Dublin 2.
Tel: 01 676 1820

The service can advise you on how to proceed further and may be able to help in resolving the problem.

Personal policy holders and small businesses may also avail of the Financial Services Ombudsman's Bureau in dispute resolution and should contact:

The Financial Services Ombudsman's
Bureau
3rd Floor Lincoln House
Lincoln Place
Dublin 2
Tel: 01 662 0899

DEFINITIONS

Any wording or expression, which is given a specific meaning in this Policy, will have the same meaning wherever it appears.

The Insured/You:	The person(s) named on the Schedule as the Insured.
We/Us/The Company:	RSA Insurance Ireland Ltd.
Aerials	Satellite dishes, television or radio aerials, aerial fittings, aerial masts and their plinths.
Buildings	<p>The Buildings is made up of two parts namely:</p> <ol style="list-style-type: none"> a. the Holiday Home (which includes garages with direct and exclusive access from the Holiday Home but not shared garages, car parks or any communal parking facilities) including fixtures and fittings therein and thereon, occupied for residential purposes only, built with brick, stone or concrete and roofed substantially with slates, tiles, or other incombustible materials and, b. domestic outbuildings, detached garages (but not shared garages, car parks or any communal parking facilities), swimming pools, tennis courts, including fixtures and fittings therein and thereon, fuel storage tanks, terraces, patios, driveways, footpaths, walls, gates and fences <p>all situate as stated in the Schedule on a site not exceeding two acres in area.</p>
Contents	Household goods and personal effects and Satellite Dishes, Television or Radio Aerials/Masts not exceeding 30 feet in height, all belonging to you (or for which you are legally responsible) or belonging to members of your household and domestic employees residing with You, all in the Holiday Home and domestic outbuildings.

Excluding:

1. Property otherwise insured.
2. Property of any tenant.
3. Motor vehicles, (other than mechanically propelled lawnmowers), water craft (other than canoes, rubber dinghies, sail boards, surf boards), caravans, trailers and aircraft or parts, keys or accessories of, on or in any of them.
4. Animals and livestock.
5. Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.
6. Property used in connection with any trade or business.

DEFINITIONS

Domestic Employee	Any employee of the Insured carrying on solely private domestic duties in connection with the Buildings (including repair, maintenance or decoration but excluding work involving structural alterations, roof repairs, demolition, construction or any operation incidental thereto, or farming). Independent contractors and/or consultants and/or their employees are also excluded.
Endorsement	Any alteration to this Policy wording.
Fungi	Any type or form of fungus, including but not limited to, all forms of mould or mildew and any mycotoxins, spores, scents, vapours, gas or substance including any by-products produced or released by fungi.
Policy Excess	The amount, shown on the Schedule, of any loss you must pay yourself, unless otherwise indicated within the Policy or Schedule.
Household	You and others that permanently reside with you.
Money	Banknotes, coins, cheques, bank drafts, postal or money orders, stamps (not forming part of a collection), savings stamps and Certificates, premium bonds, gift tokens, travel tickets.
Period of Insurance	The period shown on your Schedule and any subsequent period for which we accept a renewal premium.
Personal Effects	Articles normally worn or carried on the person
Unfurnished	Not adequately furnished or equipped for normal living purposes. In the case of a newly constructed or renovated house, it will be deemed Unfurnished if either the water or electricity service has not been connected.
Unoccupied	Not stayed in overnight by a member of your Household or any other person authorised by you.

ALL OTHER DEFINITIONS AS DETAILED IN THE POLICY

SECTION I: BUILDINGS

The Cover

We will indemnify you by payment or, at our option, by reinstatement, replacement or repair, for loss or damage by any of the causes listed in paragraphs numbered (1) to (12), to the Buildings, subject to the terms, limitations, exceptions and exclusions set out in this Policy. In the event of a loss in respect of Buildings, our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

WHAT YOUR POLICY COVERS Loss, destruction and/or damage caused by:	EXCLUDING LOSS OR DAMAGE
1) Fire, Explosion, Lightning, Earthquake and Thunderbolt	
2) Smoke Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings.	<ul style="list-style-type: none"> • by smoke from fireplaces or any gradually operating cause or process • by smog or from agricultural or industrial operations.
3) Storm or Flood	<ul style="list-style-type: none"> • to fences and gates, lawns, hedges, trees, shrubs and plants, • by frost, • to roofs constructed with torch-on mineral or other felt exceeding 10 years of age.
4) Freezing, Escape or overflow of Water from within any plumbing or Heating system, fixed water apparatus or fixed domestic appliance. Trace and Access We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped.	<ul style="list-style-type: none"> • while the Holiday Home is unfurnished • to any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the water escapes, • to any fixed water or heating installation due to wear and tear; rust or gradual deterioration • resulting from escape or overflow of water from gutters, • caused by the gradual ingress of water from shower units and baths, • should you retain any experts or contractors other than those carrying out emergency works without our express consent. The engagement of these experts or contractors will at all times be subject to our approval, and we reserve the right to select experts from our own panel.

BUILDINGS

WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

5) Escape or overflow of Oil from within any plumbing or heating system or Fixed Domestic Appliance. Trace and Access

We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped.

6) Stealing (or Attempted Stealing)

7) Impact by Aircraft, Aerial Devices or Articles dropped from them, Rail Vehicles, Road Vehicles or Animals

8) Falling Trees and Branches and/or falling External Television/Radio Aerials, Masts and Satellite Dishes

9) Riot, Civil Commotion, Strikers, Locked-out Workers or Persons Taking Part in Labour Disturbances

10) Malicious Damage and Vandalism

EXCLUDING LOSS OR DAMAGE

- while the Holiday Home is unfurnished
- to any plumbing or heating system, fixed water apparatus or fixed domestic appliance or tank from which the oil escapes,
- to any fixed water or heating installation due to wear and tear; rust or gradual deterioration
- should you retain any experts or contractors other than those carrying out emergency works without our express consent. The engagement of these experts or contractors will at all times be subject to our approval, and we reserve the right to select experts from our own panel.

- while the Holiday Home is unfurnished
- to any part of the Buildings which are lent let or sub-let unless involving entry or exit by forcible or violent means.

- to Buildings caused by animals owned by You or by a tenant.

- caused by felling of trees or lopping of branches,
- to hedges and fences,
- arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.

- to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools.

Other than by Malicious Fire and Explosion:

- while the Holiday Home is unfurnished
- by any person lawfully on the premises or any person invited onto the premises by You, by a member of your household or by a tenant.
- to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools.

BUILDINGS

WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

11) Subsidence or Heave of the Site on which the Insured residential property stands or Landslip

EXCLUDING LOSS OR DAMAGE

- resulting from demolition, structural alteration or structural repair;
- resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion,
- to boundary walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the Holiday Home is damaged at the same time by this cause,
- resulting from the bedding down of any structure,
- to solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the Insured Residential Property are damaged by the same cause and at the same time,
- resulting from tunnelling work,
- should you retain any experts or contractors other than those carrying out emergency works without our express consent. The engagement of these experts or contractors will at all times be subject to our approval, and we reserve the right to select experts from our own panel,

Also excluding the first €1,000 of each and every loss.

BUILDINGS

WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

12) Accidental Damage (but only if indicated as covered on the Schedule)

EXCLUDING LOSS OR DAMAGE

- to the Buildings other than to the Holiday Home itself
- by settlement and shrinkage,
- caused by animals owned or in the care custody or control of You, members of your Household or tenants,
- caused by scratching, abrading or denting,
- caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them,
- to pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used,
- to photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting, or dismantling of any part of such apparatus, or to lamps, tubes, or electronic components in such apparatus,
- to records, audio, video or computer discs, compact disks, tapes or cassettes,
- as a result of tree root action,
- which comes within the terms of any exclusion or limitation set out in this Policy including, but not limited to, Paragraphs (I) to (II) of this section.

Note: For exclusions which apply to the whole of your Policy see Unoccupied Properties – Special Terms and Conditions on Page 19, Policy Terms and Conditions on Page 20 and General Exclusions on Page 24

SECTION I: BUILDINGS

SECTION I ALSO COVERS THE FOLLOWING BENEFITS

Debris Removal Costs

We will pay for the cost of debris removal, demolition and/or shoring up costs necessarily incurred with our consent following loss or damage to the Buildings by an insured cause.

Architects/Surveyors Fees

Architects/Surveyors and Legal Fees necessarily and reasonably incurred, with our consent in the reinstatement of the Buildings following loss or damage to the Buildings by an insured cause but excluding fees incurred in the preparation of a claim.

Reinstatement of Sum Insured after Loss

The Sums Insured will not be reduced by the amount of any loss.

Public Authorities Requirements Costs

We will pay the cost of complying with any Government, Local Authority, Building or other Regulation to the extent that these apply to parts of the Buildings damaged by an insured cause (but not where notice has been served on You prior to the occurrence of the loss or damage).

Purchaser's Interest

If you have contracted to sell the Buildings, the contracting purchaser will have, at your request, the benefit of this Section up to the date of completion of the sale. This extension only applies if the Buildings is not otherwise insured and shall not prejudice your or our rights.

Service Pipes and Cables

We will indemnify You for accidental damage to service pipes and cables for which You are legally responsible. The total amount payable is limited to 5% of the Buildings Sum Insured.

Breakage of Glass and Sanitary Fittings

Accidental breakage of:

- (i) fixed glass in doors, windows, skylights,

fanlights and verandas,

- (ii) fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units, glass in fixed furniture, fixed hobs and fixed mirrors.

Excluding loss or damage

- to swimming pools.

Clean Up Expenses

Vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic system or appliance will be paid, subject to a maximum amount of €1,000 and provided no payment is made under contents cover on this or any other insurance policy.

Excluding loss or damage

- while the Private House is unfurnished

Door Locks Replacement

We will pay the cost of replacing external door locks and keys of your Buildings, specified in the Schedule, where the keys of such locks have been stolen following a break-in at the Private House or following an assault on You or a member of your Household. The maximum amount payable will be €500.

Fire Brigade Charges

We will pay the cost of the charges made on You by a local authority (as permitted by legislation) for Fire Brigade attendance, as a result of any incident which is insured by your Policy. The maximum amount payable will be €1,000.

Title Deeds

The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Holiday Home or in your bank for safe-keeping. The maximum amount payable is €750.

SECTION I: BUILDINGS - LOSS OF RENT

SECTION I ALSO COVERS THE FOLLOWING BENEFITS

Applicable only if Rental Use Allowed is shown as operative on the Schedule

We will pay for loss of rent you should have received but were unable to collect while the Holiday Home was unfit to live in as a result of an insured cause.

This cover is limited to the period necessary for reinstatement and the total amount payable is limited to 20% of the Buildings sum insured or the equivalent of 12 months rent, whichever is the lesser.

The amount payable is limited to the rent that could reasonably have been expected to be received given the pre-loss condition of the property and the general rental prospects of the Holiday Home. We will take into account historical rental income achieved and advance bookings in the period in question. Rental income in respect of the months October to March inclusive will not be covered unless there is a historical pattern of such rentals or an advance booking for the period in question.

We will not pay for:

- a. any rent owed to you for a period prior to the loss
- b. any share of rents or any other charges or expenses payable to letting agents
- c. loss of rent after the Holiday Home is fit to be let
- d. the refunding of any deposits to tenants

SECTION 2: CONTENTS

The Cover

We will indemnify You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage by any of the causes listed in paragraphs numbered (1) to (12), to the Contents, subject to the terms, limitations, exceptions and exclusions set out in this Policy. In the event of a loss in respect of Contents our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

1) Fire, Explosion, Lightning, Earthquake and Thunderbolt

2) Smoke

Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings.

3) Storm or Flood

4) Freezing, Escape or overflow of Water from within any plumbing or Heating system, fixed water apparatus or fixed domestic appliance. Trace and Access

We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped but only if no payment has been made under the buildings cover of this or any other policy.

5) Escape or overflow of Oil from within any plumbing or heating system or Fixed Domestic Appliance. Trace and Access

We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped but only if no payment has been made under the buildings cover of this or any other policy.

EXCLUDING LOSS OR DAMAGE

- by smoke from fireplaces or any gradually operating cause or process
- by smog or from agricultural or industrial operations.

- by frost

- while the Holiday Home is unfurnished
- resulting from escape of water or overflow of water from gutters
- caused by the gradual ingress of water from shower units and baths,

- while the Holiday Home is unfurnished
- to any plumbing or heating system, fixed water apparatus or fixed domestic appliance or tank from which the oil escapes,
- to any fixed water or heating installation due to wear and tear, rust or gradual deterioration
- should you retain any experts or contractors other than those carrying out emergency works without our express consent. The engagement of these experts or contractors will at all times be subject to our approval, and we reserve the right to select experts from our own panel.

CONTENTS

WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

6) Stealing (or Attempted Stealing)

7) Impact by Aircraft, Aerial Devices or Articles dropped from them, Rail Vehicles, Road Vehicles or Animals

8) Falling Trees and Branches and/or falling External Television/Radio Aerials, Masts and Satellite Dishes

9) Riot, Civil Commotion, Strikers, Locked-out Workers or Persons Taking Part in Labour Disturbances

10) Malicious Damage and Vandalism

11) Subsidence or Heave of the Site on which the Insured Residential Property stands or Landslip

EXCLUDING LOSS OR DAMAGE:

- while the Holiday Home is unfurnished
- to any part of the Buildings which are lent let or sub-let unless involving entry or exit by forcible or violent means.

- to Contents caused by animals owned by You or by a tenant.

- caused by felling of trees or lopping of branches,
- damage to aerials
- arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.

Other than by Malicious Fire and Explosion:

- by any person lawfully on the premises or any person invited onto the premises by You, by a member of your household or by a tenant.
- while the Holiday Home is unfurnished

- to the Contents unless the Insured Holiday Home is damaged simultaneously.

CONTENTS

WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

12) Accidental Damage (but only if indicated as covered on the Schedule)

EXCLUDING LOSS OR DAMAGE:

- by settlement and shrinkage,
- caused by animals owned or in the care custody or control of You, members of your Household or tenants,
- caused by scratching, abrading or denting,
- caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them,
- to pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used,
- to photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting, or dismantling of any part of such apparatus, or to lamps, tubes, or electronic components in such apparatus,
- to records, audio, video or computer discs, tapes or cassettes,
- as a result of tree root action,
- which comes within the terms of any exclusion or limitation set out in this Policy including, but not limited to, Paragraphs (1) to (11) of this section.

SECTION 2: CONTENTS

INNER LIMITS

The maximum cover in respect of contents of locked domestic outbuildings is €3,000 any one loss

The maximum cover in respect of Satellite Dishes/Television or Radio Aerials/Masts is €1,000 any one loss

The maximum cover in respect of Money is €500

The maximum cover in respect of any one item is 5% of the contents sum insured or €2,500 (whichever is higher)

Note: For exclusions which apply to the whole of your Policy see Unoccupied Properties – Special Terms and Conditions on Page 19, Policy Terms and Conditions on Page 20 and General Exclusions on Page 24

SECTION 2: CONTENTS

SECTION 2 ALSO PROVIDES THE FOLLOWING BENEFITS

Reinstatement of Sum Insured after Loss

The Sums Insured will not be reduced by the amount of any loss.

Visitors and Guests Property

Loss of or damage to the property of visitors and guests other than Paying Guests by an insured cause is included up to a limit of €1,000 of any one loss.

Audio and Audiovisual Equipment

(applicable only if Accidental Damage to Contents is not included)

We will pay the cost of replacing or repairing your television, video, stereo and hi-fi equipment and personal computers if they are accidentally damaged whilst in the Holiday Home. The maximum we will pay in any one period of insurance is €1,000.

Breakage of Glass and Sanitary Fittings

Accidental breakage of fixed glass in furniture, hobs and mirrors.

EXCLUDING LOSS OR DAMAGE

- to any item broken or cracked at the commencement of this insurance,
- to swimming pools,
- to any part of the Holiday Home which is lent, let, sub-let
- while the Holiday Home is unfurnished,
- where the Holiday Home has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- to hand mirrors

EXCLUDING LOSS OR DAMAGE

- to records, audio, video or computer discs, tapes or cassettes,
- caused by animals owned or in the care custody or control of you or members of your Household,
- the cost of replacing or repairing any item or equipment following breakdown, malfunction or misuse,
- damage to any item or equipment designed to be portable whilst it is being moved, carried or transported,
- while any item or equipment is being used professionally.

Compensation for death of Insured and/or Spouse

We will pay €2,500 in the event of you or your spouse's death by accident, as a result of:

- (1) fire, explosion, lightning or assault by thieves at the Buildings,
 - (2) travelling as a passenger by train, bus, licensed taxi or hackney,
 - (3) assault in the street,
- where death occurs within three calendar months of such accident.

SECTION 3: LIABILITY TO OTHERS

(This section is automatically covered)

WHAT YOUR POLICY COVERS

We will indemnify You against all sums which You shall become legally liable to pay for accidents happening in or about the Buildings which result in

- (i) death, bodily injury or illness to any person other than
 - you or members of your household
 - employees of You or members of your household
- (ii) accidental damage to property other than property belonging to or under the control of
 - You or members of your household
 - employees of You or members of your household

The amount payable in respect of any one event or series of events under this policy (including any other section of the policy) constituting one occurrence will not exceed €3,000,000 inclusive of all legal fees and other expenses.

In the event of your death We will, in respect of liability incurred by You, indemnify your personal representatives in the terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.

Restriction in cover for Contents only policies

If Section 1 Buildings is not operative then cover provided by this Section 3 is limited to accidents happening inside the Holiday Home.

EXCLUDING LIABILITY IN RESPECT OF:

- the ownership or use of any land or building other than the Buildings specified in the Schedule,
- the occupation of any land or building other than the Buildings specified in the Schedule,
- the ownership or use of any lift owned by you or for the maintenance of which you are responsible
- the exercise of any profession, trade or business
- the provision of rented holiday accommodation at the Holiday Home unless advised to us.
- any wilful or malicious act,
- arising from work of a construction or reconstruction nature or structural alterations or demolition, or any operation incidental thereto
- the transmission of any communicable disease
- matters arising in a personal capacity other than as owner and occupier of the Buildings
- any contract which imposed on you liability which you would not otherwise have been under

Note: For exclusions which apply to the whole of your Policy see Unoccupied Properties – Special Terms and Conditions on Page 19, Policy Terms and Conditions on Page 20 and General Exclusions on Page 24

SECTION 4: LIABILITY TO DOMESTIC EMPLOYEES

(This section is automatically covered)

WHAT YOUR POLICY COVERS

Liability to Domestic Employees

We will indemnify you against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in your employment in connection with the Buildings. The amount payable in respect of any one event or series of events constituting one occurrence under this policy (including any other section of the policy) shall not exceed €3,000,000 inclusive of all legal fees and other expenses.

EXCLUDING LIABILITY IN RESPECT OF:

- any agreement unless liability would have otherwise applied,
- any wilful or malicious damage,
- death, bodily injury or illness arising from work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto
- accidents to independent consultants or contractors and/or their employees
- death, bodily injury or illness caused to other members of your Household.

Note: For exclusions which apply to the whole of your Policy see Unoccupied Properties – Special Terms and Conditions on Page 19, Policy Terms and Conditions on Page 20 and General Exclusions on Page 24

SECTION 1: BUILDINGS AND SECTION 2: CONTENTS - LOSS SETTLEMENT BASIS

Buildings

Any admitted claim (excluding claims in respect of felt roofs) will be settled on a new for old basis without deduction for wear, tear or depreciation, provided:

- (i) the Buildings have been maintained in good repair
- (ii) the buildings sum insured at the time of a loss is not less than the full cost of rebuilding the entire buildings as defined inclusive of fees and removal of debris
- (iii) repair or replacement is carried out without undue delay.

Otherwise, claims will be settled on an indemnity basis with an appropriate deduction for wear, tear and depreciation.

Claims in respect of felt roofs, will (subject to the exclusion under paragraph 3 – Storm and Flood) be dealt with on an indemnity basis i.e. deduction will be made for wear, tear and depreciation.

Average Clause - Buildings

If at the time of a loss or damage the sum insured is less than the full rebuilding cost of the buildings as defined, we will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

Contents

Provided that, at the time of a loss, the contents sum insured is adequate to replace all of the contents as new, any admitted claim (excluding claims for items listed at (iii) below) will be settled on a new for old basis, as follows:

- (i) Total loss or destruction will be settled without deduction for wear, tear or depreciation,

- (ii) Partial loss will be settled by payment of the cost of repair (if repairs can be made) and subject to this cost not exceeding the replacement value of the property as new,

- (iii) ALL claims for:

- (a) household linen, wearing apparel, sporting equipment and bicycles,
- (b) any of the following if they are over 5 years old: carpets, floor covering and timber flooring; TV, audio, video, computer or recording equipment and ancillary material including CDs, tapes, records and software

will be settled on an indemnity basis i.e. deduction will be made for wear, tear and depreciation.

Subject otherwise to the terms and conditions of the Policy.

Average Clause - Contents

If at the time of a loss or damage the sum insured is less than the cost of replacing all the contents as new, less an allowance for wear and tear for items listed in (iii) above, we will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

Limit of liability

In the event of a loss in respect of Buildings or Contents our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed hereon. We will deduct the amount of the Excess

UNOCCUPIED PROPERTIES

SPECIAL TERMS AND CONDITIONS

stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

Whenever the Holiday Home is unoccupied anytime from 1st November to 31st March inclusive each year, then you must comply with conditions (1) and (2) below.

- (1) A responsible person must be appointed to supervise and regularly check the property
- (2) The water must be turned off and the water system drained. This condition (2) shall not apply if the central heating system is set to be automatically brought into use daily by means of a time switch and any loft hatch or door is left open. In addition, if there is a thermostat fitted to the central heating system then this must be set to a minimum temperature of 55 degrees Fahrenheit.
You must ensure that an adequate fuel supply is available to ensure compliance with this requirement.

POLICY TERMS AND CONDITIONS

Observance of Conditions

The observance by You of the terms, conditions and endorsements of this Policy as far as they relate to anything to be done or complied with by You will be a condition precedent to any liability of the Company.

Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts i.e. those circumstances which may influence Us in our acceptance or assessment of this insurance. If You are in any doubt as to whether a fact is material or not please disclose it. This condition applies at inception of Your Policy and at renewal each year.

Maintenance and Security

You must keep the Buildings in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents.

Change in Risk or Circumstance

You must tell Us in writing IMMEDIATELY of any change, which may affect this insurance or increase the risk of loss, damage or injury. Such changes include, but are not limited to

- (a) if the occupancy of the house changes (i.e. becomes let out full time or becomes unoccupied),
- (b) if a business is carried on from the Buildings,
- (c) if the property is being structurally altered,
- (d) if an extension is being built,
- (e) if non standard materials are used in the construction of a new extension.

Failure to advise us of such a change could invalidate the cover provided or could result in a claim being rejected or reduced. If You are in any doubt as to whether a change is material or not you should notify us.

Cancelling this Policy

You may cancel the Policy at any time by written notice. If there has been no claim during the current Period of Insurance We will return premium for the unexpired Period of Insurance.

We may also cancel the Policy at any time by sending notice by registered letter to You at your last known address. This notice is effective from midnight on the seventh day immediately following the date of the registered letter. We will return a proportionate part of the premium.

Where you have agreed under a separate agreement to pay the premium by instalments and you fail to make a payment on the date on which it becomes due, the full amount of premium remaining outstanding will become immediately payable. If the outstanding amount is not received in full we may cancel the policy by sending notice by registered letter to you at your last known address. This notice is effective from midnight on the seventh day immediately following the date of the registered letter.

Mortgagee Clause

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor (or Occupier of the Buildings) whereby the risk of loss or damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

Inflation Protection

Your sums insured will be automatically increased each month and updated annually at renewal date to protect you against the effects of inflation.

Buildings and Contents Sums Insured will be increased in line with an appropriate index, or by a higher amount if we believe it is appropriate. We will take account of rising claims costs and other relevant factors.

A minimum annual increase of 5% will apply.

These increases may not be sufficient for your needs and We would therefore recommend that You periodically review your own sums insured. If you are satisfied that your sums insured are over-stated for any reason we will accept your instruction to amend them downwards. We reserve the right, however, to insist on a reasonable minimum sum insured.

Other Insurances

If at the time of any incident, which results in a claim under this Policy, there is any other insurance covering the same liability, loss or damage, We will pay only our ratable share.

No Claims Discount

Your Benchmark policy may be subject to a No Claims Discount. If this is the case it will be indicated on the schedule.

CLAIMS

It is our hope that no accident or misfortune should befall you, but if you do need to make a claim please contact our claims service at the number indicated on your Schedule. Our staff will be glad to help you and advise you how to proceed.

In the event of a claim you must

- tell us immediately of any loss, damage or accident and give details of how the loss, damage or accident occurred.
- retain all damaged property for inspection by us
- produce, at your own expense, all necessary documents and information to support any claim
- forward these to us, together with a completed claim form, within 30 days of first notifying us of the incident.
- send us any writ, summons, notice of prosecution or other legal document You receive, unanswered, on receipt.
- advise the Gardai or Police about any incident of stealing, attempted stealing or vandalism, or loss, destruction, damage or injury by malicious person(s).

You must NOT

- proceed with repairs (other than emergency repairs necessary to limit damage) or investigative work without our prior approval.
- negotiate, admit or repudiate any claim without our written consent, or allow any other person insured under this Policy, or anyone else acting on your behalf to do so

We are entitled to

- take over and conduct in your name, or in the name of any other person indemnified by this Policy, the defence or settlement of any legal action.
- take proceedings at our own expense and for our own benefit, but in your name, or in the name of any other person indemnified by this Policy, to recover any payment We have made under this Policy.
- receive all necessary assistance from You or any other person indemnified by this Policy.
- enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

Emergency Home Assist Helpline

We also provide an emergency 24 Hour Assist emergency helpline which can provide you with a connection to an approved network of repairers (plumbers, electricians, glaziers, locksmiths, roofers etc.) to help alleviate the effects of a loss as quickly as possible. This is particularly useful when damage is discovered suddenly, especially outside of normal office hours.

The phone number for this service is also displayed on your schedule.

The cost of this service must be borne by you. However, if the cost is covered by this policy then we will reimburse you as part of the claim settlement.

CLAIMS

Disagreement over a Claim

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or, failing agreement, by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of the disclaimer of the liability shall be deemed to have been abandoned.

NOTE: This condition does not affect your right to refer any claim or query to the office of the Insurance Ombudsman.

False Claims

If you or anyone acting on behalf of you makes a claim or a statement in support of a claim under this policy knowing it, or any part of it, to be false or exaggerated, or fails to disclose or conceals information likely to affect a claim, all cover under this policy will cease immediately. In addition to any other rights or remedies which we may have under this policy or otherwise

- We will not pay the claim
- We will not pay any other claim which has been or may be made under this policy
- We may at our option declare the policy void
- We will be entitled to recover from you the amount of any claim already paid under the policy
- We will not make any return of premium
- We may inform the appropriate law enforcement agency of the circumstances

GENERAL EXCLUSIONS

War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this policy excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or
- (2) Any act of Terrorism.

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organization or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear

This endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured In the event any portion of this endorsement is found to be invalid

or unenforceable the remainder shall remain in full force and effect

Biological or Chemical Contamination Exclusion

It is agreed that regardless of any contributory causes this Policy does not cover any loss damage cost or expense directly or indirectly arising out of Biological or chemical contamination due to any Act of Terrorism

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this endorsement contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemicals and/or biological substances

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured

Cyber Risk

This Policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

- (1) the loss of, alteration of or damage to or
- (2) a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.

WE SHALL NOT BE LIABLE FOR:**Radioactive Contamination**

- 1) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from any consequential loss or;
- 2) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Sonic Boom

Loss or damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

Confiscation

Loss of or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

Consequential Loss

Consequential loss or damage of any kind except as set out in this Policy.

Fees

Fees incurred in the preparation of any claim.

Fungi

Any loss, damage or liability directly or indirectly caused by the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot or bacteria. Whenever fungi, wet or dry rot or bacteria occur; they and any resulting loss are always excluded under this policy, howsoever caused. In addition, there is no cover to test for; monitor; clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to or access the effects of fungi, wet or dry rot, or bacteria.

Sets and Matching Items

Any undamaged item which forms part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. We will only be liable for the value of the particular item, part or parts that have been lost or damaged in proportion to the total value of the set, pair or suite.

GENERAL EXCLUSIONS (CONTINUED)

Wear, Tear and as undernoted

- Wear, tear, rust or corrosion.
- Gradual deterioration or any gradually operating cause.
- The cost of maintenance.
- Mildew, rising damp, dry/wet rot, moth, vermin, atmospheric or climatic conditions.
- Damage caused by any process of cleaning, dyeing, repairing or restoring any article.
- Mechanical, electrical or electronic defects, breakdown or malfunction.

Business, Trade or Professional Purposes

This Policy does not provide cover for any property held in connection with any business, trade or professional purpose.

DATA PROTECTION

Benchmark Underwriting Limited recognise that protecting personal information including sensitive personal information, is very important and we recognise that you have an interest in how we collect, use and share such information. Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

What Does Benchmark do with Your Personal Data

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

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

Benchmark may pass your information to other companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases Benchmark will ensure that its transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.

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

Fraud Prevention, Detection & Claims History

Benchmark distributes, administers and manages a range of insurance products on behalf of RSA Insurance Ireland Ltd. The following information outlines how RSA deal with the issues of Fraud Prevention, Detection and Claims History.

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

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

RSA may also search these agencies and databases to:

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

Insurance Link Database

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

Insurance companies share claims data:

- 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.

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

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

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to:

Benchmark Underwriting Ltd, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Consent

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out above

Benchmark Underwriting Ltd t/a Benchmark is regulated by the Central Bank of Ireland.
RSA Insurance Ireland Ltd is regulated by the Central Bank of Ireland.



RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

RSA is a registered business name of RSA Insurance Ireland Limited. RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland. It is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

RS/HH3015(11/12)