

HOME INSURANCE

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▶ B E N C H M A R K



# BENCHMARK OPTIONS

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 Options 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 Statement of Fact Proposal Form to ensure that the details contained on it are accurate as this document forms the basis of the 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 Statement of Fact 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. Our policy comes with three levels of cover described as Basic, Standard and Deluxe. Your schedule will indicate which cover option you have selected.

You should advise immediately if the use of your home changes, such as it becoming let out to tenants, used as a holiday home, becoming unoccupied or being used for any 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 – for example 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 may 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.




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Philip Smith  
Chief Executive Officer  
RSA Insurance Ireland Ltd.

## **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 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 at  
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 word or expression, which is given a specific meaning in this Policy, will have the same meaning wherever it appears.

<b>The Insured/You:</b>	The person(s) named on the Schedule as the Insured.
<b>We/Us/The Company:</b>	RSA Insurance Ireland Ltd.
<b>Buildings</b>	<p>The Buildings is made up of two parts namely:</p> <ul style="list-style-type: none"> <li>(a) the Private House (which includes garages with direct access from the Private House) 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,</li> <li>(b) domestic outbuildings, detached garages, swimming pools, tennis courts, including fixtures and fittings therein and thereon, fuel storage tanks and their contents, terraces patios, driveways, footpaths, walls, gates and fences, lawns, hedges, trees, shrubs and plants</li> </ul> <p>all situate as stated in the Schedule on a site not exceeding two acres in area.</p>
<b>Contents</b>	<p>Household goods, including tenants' fixtures and fittings, and personal effects belonging to you (or for which you are legally responsible) or belonging to members of your household and domestic employees permanently residing with You, all in the private house and domestic outbuildings.</p> <p>Overall limit for contents of locked domestic outbuildings (other than Contents of secured garages built of standard construction) is €3,000 in any one period of insurance.</p> <p>Money is included up to a maximum of €500.</p> <p>Any one High Value Item is covered for not more than 5% of the Contents Sum Insured or €7,500 (whichever is the higher) and the total of these items is covered for not more than 33% of the Contents sum insured unless details have been advised to us and are listed on the Schedule.</p> <p>Your Contents Sum Insured includes an amount of €3,000 in any one Period of Insurance in respect of Home office equipment i.e. personal computers, printers, facsimile, telephone answering machines and the like.</p>

## Excluding:

1. Property otherwise insured.
2. 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.
3. Animals and livestock.
4. Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.

<b>Domestic Employee</b>	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 farming). Independent contractors and/or consultants and/or their employees are also excluded.
<b>Endorsement</b>	Any alteration to this Policy wording.
<b>Fungi</b>	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.
<b>Policy Excess</b>	The amount, shown on the Schedule, of any loss you must pay yourself, unless otherwise indicated within the Policy or Schedule.
<b>High Value Items</b>	Any item, set or collection of jewellery, watches, precious metals, paintings, pictures, other works of art, furs, stamps, coins, and other such items, sets and collections, cameras, video, audio or home computer equipment.
<b>Household</b>	You and others permanently residing with you in the Private House other than Paying Guests.
<b>Paying Guests</b>	Guests paying for short term accommodation and/or tenants, co-tenants, lodgers, residing with you.
<b>Money</b>	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.
<b>Period of Insurance</b>	The period shown on your Schedule and any subsequent period for which we accept a renewal premium.
<b>Personal Effects</b>	Articles normally worn or carried on the person.
<b>Reduced Excess</b>	Some sections of the Policy are not subject to the Policy Excess. Where indicated on the Schedule a Reduced Excess applies instead. For those sections the Reduced Excess, indicated on the Schedule, is the amount of the claim that you must pay yourself. If it is not clearly stated that the reduced excess applies, then the policy excess applies to a loss.
<b>Unfurnished</b>	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.
<b>Unoccupied</b>	Not stayed in overnight by a member of your Household or any other person authorised by you.

# SECTION 1: BUILDINGS - BASIC COVER

## 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	EXCLUDING LOSS OR DAMAGE
Loss, destruction and/or damage caused by:	
1) <b>Fire, Explosion, Lightning, Earthquake and Thunderbolt</b>	
2) <b>Smoke</b>  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"><li>• by smoke from fireplaces,</li><li>• by smog or from agricultural or industrial operations.</li></ul>
3) <b>Storm or Flood</b>	<ul style="list-style-type: none"><li>• to fences and gates, lawns, hedges, trees, shrubs and plants, except as a direct result of damage to the Private House by Storm or Flood,</li><li>• by frost,</li><li>• to roofs constructed with torch-on felt exceeding 10 years of age.</li></ul>
4) <b>Freezing, Escape or overflow of water from within any plumbing or Heating system, fixed water apparatus or fixed domestic appliance.</b>  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"><li>• while the Private House is Unfurnished,</li><li>• where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li><li>• to any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the water escapes,</li><li>• to any fixed water or heating installation due to wear and tear; rust or gradual deterioration</li><li>• resulting from escape or overflow water from gutters,</li><li>• caused by the gradual ingress of water from shower units and baths,</li><li>• 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.</li></ul>



## BUILDINGS - BASIC COVER

### 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.

### EXCLUDING LOSS OR DAMAGE

- while the Private House is Unfurnished,
- where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- to any plumbing or heating system, fixed water apparatus or fixed domestic appliance 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.

#### 6) Stealing (or Attempted Stealing)

- while the Private House is Unfurnished,
- where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- when any part of the Private House is lent, let, sub-let or accommodating paying guests unless involving entry or exit by forcible or violent means.

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

- to Buildings caused by animals owned by You or a member of your Household.

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

- 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.

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

- to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants.

# BUILDINGS - BASIC COVER

WHAT YOUR POLICY COVERS Loss, destruction and/or damage caused by:	EXCLUDING LOSS OR DAMAGE
I 0) Malicious Damage and Vandalism	Other than by Malicious Fire and Explosion: <ul style="list-style-type: none"> <li>• by any person lawfully on the premises or any person invited onto the premises by You or a member of your Household,</li> <li>• while the Private House is Unfurnished,</li> <li>• where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li> <li>• to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants.</li> </ul>
I 1) Subsidence or Heave of the Site on which the Private House stands or Landslip	<ul style="list-style-type: none"> <li>• resulting from demolition, structural alteration or structural repair,</li> <li>• resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion,</li> <li>• to boundary walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the Private House is damaged at the same time by this cause,</li> <li>• resulting from the bedding down of any structure,</li> <li>• to solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the Private House are damaged by the same cause and at the same time,</li> <li>• resulting from tunnelling work,</li> <li>• 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,</li> </ul> <p>Also excluding the first €1,000 of each and every loss.</p>

## BUILDINGS - BASIC COVER

### 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 Private House,
- to any part of the Private House which is lent, let, sub-let, or accommodating paying guests,
- by settlement and shrinkage,
- caused by animals owned or in the care custody or control of You or members of your Household,
- 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 I: BUILDINGS - BASIC COVER

### SECTION I ALSO COVERS THE FOLLOWING BENEFITS

#### Alternative Accommodation

We will pay for:

- (a) reasonable additional expenses necessarily incurred by You, with our consent, for alternative comparable accommodation for You and members of your Household,
- (b) loss of rent due to You,
- (c) up to two years Ground Rent if You are liable,
- (d) rent which continues to be payable by You,

as a result of the Buildings being rendered uninhabitable following damage by an insured cause. The expense is limited to the period necessary for reinstatement and the total amount payable is limited to 15% of the Buildings Sum Insured.

#### 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 or if any part of the Buildings is a protected structure and we have not been informed).

#### 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.

## SECTION I: BUILDINGS - BASIC COVER

### LIABILITY TO OTHERS AS OWNER OF THE BUILDINGS

#### WHAT YOUR POLICY COVERS

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

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

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.

#### 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
- the exercise of any profession, trade or business
- any wilful or malicious act,
- arising from work of a construction or reconstruction nature or structural alterations or demolition,
- the transmission of any communicable disease
- any contract which imposed on you liability which you would not otherwise have been under

# SECTION 1a: BUILDINGS - STANDARD COVER

The following covers and benefits only apply if the Standard Cover option is shown as operative in the Schedule and you have also selected Buildings cover.

These covers and benefits are in addition to those provided by the Basic Cover option.

The Average clause shown on page 27 does not apply.

## WHAT YOUR POLICY COVERS

### 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

- while the Private House is unfurnished or where the Private House has been unoccupied for more than 35 consecutive days immediately prior to the loss or damage.
- to swimming pools.

### 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.

### Title Deeds

The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Private House or in your bank for safe-keeping.

The maximum amount payable is €750.

### 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 or where the Private House has been unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

### 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.

### Satellite Dishes, Television/Radio Aerials and Masts

We will indemnify you for loss or damage to external Satellite Dishes, Television/Radio Aerials and Masts not exceeding 30 feet in height but subject to a maximum amount of €1,000 any one loss.

**Note:** For exclusions which apply to the whole of your Policy see General Exclusions – Page 36

## SECTION 1b: BUILDINGS - DELUXE COVER

The following covers and benefits only apply if the Deluxe Cover option is shown as operative in the Schedule and you have also selected Buildings cover.

These covers and benefits are in addition to those provided by the Standard and Basic Cover options.

### Adaptation of Home following disability

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

The maximum amount payable is €10,000.

### Landscaping cover

Vouched expenses incurred to landscape your garden following damage as a result of storm or flood will be paid, subject to a maximum amount of €1,000 provided the private house is damaged at the same time by this storm or flood.

### Increased Benefits

Under the Deluxe Option some of your policy covers/benefits are increased as per below table

### Damage to Headstones

We will pay the cost of repairing and/or replacing headstones on the graves of your parent, spouse or child following damage as a result of fire, lightning, storm, flood, malicious damage and/or stealing. The maximum amount payable is €1,000.

Description of Cover	Standard Cover / Benefit	under Deluxe Option this is increased to
Door Locks Replacement	€500	€1,000
Fire Brigade Charges	€1,000	€2,000
Satellite Dishes, TV/Radio Aerials and Masts	€1,000	€2,000
Vouched Clean up expenses following escape of oil	€1,000	€2,000

## SECTION 2: CONTENTS - BASIC COVER

### 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:

### 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.

- by smoke from fireplaces,
- by smog or from agricultural or industrial operations.

**3) Storm or Flood**

- by frost.

**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.

- while the Private House is Unfurnished,
- where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- resulting from escape or overflow of water from gutters,
- caused by the gradual ingress of water from shower units and baths.

**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.

- while the Private House is Unfurnished,
- where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- to any plumbing or heating system, fixed water apparatus or fixed domestic appliance 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 - BASIC COVER

### WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

### EXCLUDING LOSS OR DAMAGE:

6) Stealing (or Attempted Stealing)	<ul style="list-style-type: none"> <li>while the Private House is Unfurnished,</li> <li>where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li> <li>when any part of the Private House is lent, let, sub-let or accommodating paying guests unless involving entry or exit by forcible or violent means.</li> </ul>
7) Impact by Aircraft, Aerial Devices or Articles dropped from them, Rail Vehicles, Road Vehicles or Animals	<ul style="list-style-type: none"> <li>to Contents caused by animals owned by You or a member of your Household.</li> </ul>
8) Falling Trees and Branches and/or External Television/Radio Aerials, Masts and Satellite Dishes	<ul style="list-style-type: none"> <li>caused by felling of trees or lopping of branches,</li> <li>arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.</li> </ul>
9) Riot, Civil Commotion, Strikers, Locked-out Workers or Persons Taking Part in Labour Disturbances	
10) Malicious Damage and Vandalism	<p>Other than by Malicious Fire and Explosion:</p> <ul style="list-style-type: none"> <li>by any person lawfully on the premises or any person invited onto the premises by You or a member of your Household,</li> <li>while the Private House is Unfurnished,</li> <li>where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.</li> </ul>
11) Subsidence or Heave of the Site on which the Private House stands or Landslip	<ul style="list-style-type: none"> <li>to the Contents unless the Private House is damaged simultaneously.</li> </ul>

# CONTENTS - BASIC COVER

**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 any part of the Private House which is lent, let, sub-let, or accommodating paying guests,
- by settlement and shrinkage,
- caused by animals owned or in the care, custody or control of You or members of your Household,
- 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 (I) to (II) of this section.

## SECTION 2: CONTENTS - BASIC COVER

### SECTION 2 ALSO PROVIDES THE FOLLOWING BENEFITS

#### Alternative Accommodation

We will pay for:

- (a) reasonable additional expenses necessarily incurred by You, with our consent, for alternative comparable accommodation for You and members of your Household,
- (b) loss of rent due to You,
- (c) up to two years Ground Rent if You are liable,
- (d) rent which continues to be payable by You,
- (e) the reasonable cost of temporary storage of Contents, as a result of the Buildings being rendered uninhabitable following damage by an insured cause.

The expense is limited to the period necessary for reinstatement and the total amount payable is limited to 15% of the Contents Sums Insured.

#### Reinstatement of Sum Insured after Loss

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

#### Liability as a Tenant (if applicable)

We will pay for all sums you become legally liable to pay as tenant, but not as owner, of the buildings following loss or damage

- (a) by any of the causes listed at paragraphs 1 to 11, and paragraph 12 if indicated as covered in the schedule, of the Buildings section
- (b) to fixed glass and sanitary ware
- (c) to service pipes and cables

The maximum amount we will pay is 20% of the contents sum insured in any one period of insurance.

## SECTION 2: CONTENTS - BASIC COVER

### LIABILITY TO OTHERS

#### 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 under this policy (including any other section of the policy) constituting one occurrence shall not exceed €3,000,000 inclusive of all legal fees and other expenses.

##### **Liability to Others**

We will indemnify You against all sums which You shall become legally liable to pay

- (a) as occupier of the Buildings
- (b) in a personal capacity within the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, Channel Islands or elsewhere in the world in the course of a visit not lasting more than 60 consecutive days,
  - (i) for death, bodily injury or illness to any person other than
    - You
    - members of your Household
    - employees of You or of members of your Household
    - paying guests
  - (ii) for accidental damage to property other than property belonging to or under the control of
    - You
    - members of your Household
    - employees of You or of members of your Household
    - paying guests

Continued...

#### EXCLUDING LIABILITY IN RESPECT OF:

- any action for damage brought in a Court of Law outside the Republic of Ireland,
  - any agreement unless liability would have otherwise applied,
  - any wilful or malicious damage,
  - 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.
- 
- the ownership, possession or use of any mechanically or electrically propelled vehicle (which includes mechanically propelled lawnmowers, mechanically or electrically propelled children's' toys and mechanically or electrically propelled quad bikes), horse-drawn vehicle, water craft, aircraft (other than model aircraft) or similar vehicles or craft. This exclusion does not apply to mechanically propelled lawnmowers being used at your buildings provided that this extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts or amending statutes
  - the ownership, possession or use of any animal, but this exclusion does not apply to ponies or saddle horses (unless used for racing or steeple chasing), domestic cats and dogs (other than dangerous dogs, as specified in Regulations made under the Control of Dogs Acts or amendments thereto, if such ownership, possession or use is not in accordance with the provisions of such Regulations)
  - the ownership of any land or building,

## WHAT YOUR POLICY COVERS

caused by

- You
- members of your Household (other than Domestic Employees)
- Domestic Employees in the course of their employment in connection with the Buildings.

We will also indemnify, in like manner; 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.

## EXCLUDING LIABILITY IN RESPECT OF:

- any action for damage brought in a Court of Law outside the Republic of Ireland
- the occupation of any land or building other than
  - the Buildings specified in the Schedule,
  - temporary holiday accommodation,
- any profession, trade or business other than the provision of
  - a child minding facility at the buildings for not more than 2 children,
  - if the cover has been requested and the premium paid, accommodation for paying guests as detailed and subject to the limit set out within this Policy or any amending Endorsement,
- any wilful or malicious act,
- the ownership, possession, use or discharge of any firearm other than firearms licensed for sporting activities.
- any contract which imposed on You liability which you would not otherwise have been under
- dangerous implements (e.g. chainsaws, blowtorches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the buildings as described in the Schedule
- 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 by You or any member of your household.

SECTION 2a: CONTENTS - STANDARD COVER

The following covers and benefits only apply if the Standard Cover option is shown as operative in the Schedule and you have also selected Contents cover.

These covers and benefits are in addition to those provided by the Basic Cover option.

The Average clause shown on page 27 does not apply

WHAT YOUR POLICY COVERS	EXCLUDING LOSS OR DAMAGE
<p><b>Audio and Audio Visual Equipment</b> (applicable only if Accidental Damage to Contents is not included)</p> <p>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 Private House. The maximum we will pay in any one period of insurance is €1,000.</p>	<ul style="list-style-type: none"><li>• to records, audio, video or computer discs, compact discs, tapes or cassettes,</li><li>• caused by animals owned or in the care custody or control of You or members of your Household.</li><li>• The cost of replacing or repairing any item or equipment following breakdown, malfunction or misuse,</li><li>• damage to any item or equipment designed to be portable whilst it is being moved, carried or transported,</li><li>• while any item or equipment is being used professionally.</li></ul>
<p><b>Breakage of Glass and Sanitary Fittings</b> Accidental breakage of fixed glass in furniture, hobs and mirrors.</p>	<ul style="list-style-type: none"><li>• to any item broken or cracked at the commencement of this insurance,</li><li>• to swimming pools,</li><li>• to any part of the Private House which is lent, let, sub-let or accommodating paying guests,</li><li>• while the Private House is Unfurnished,</li><li>• where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li><li>• to hand mirrors.</li></ul>
<p><b>Christmas</b> The Contents Sum Insured is automatically increased by 10% during the months of December and January.</p>	

WHAT YOUR POLICY COVERS	EXCLUDING LOSS OR DAMAGE
<p><b>Compensation for death of Insured and/or Spouse</b>            We will pay €2,500 in the event of you or your spouse's death by accident, as a result of:</p> <ol style="list-style-type: none"> <li>(1) fire, explosion, lightning or assault by thieves at the Buildings,</li> <li>(2) travelling as a passenger by train, bus, licensed taxi or hackney,</li> <li>(3) assault in the street,</li> </ol> <p>where death occurs within three calendar months of such accident.</p>	
<p><b>Contents in the open</b>            We will indemnify You, up to an amount of €750, for loss or damage by an insured cause, other than Accidental Damage (irrespective of whether cover is indicated in the Schedule), to Contents in the open within the boundaries of your buildings.</p>	<ul style="list-style-type: none"> <li>• to bicycles in the open.</li> </ul>
<p><b>Fraudulent Use of Credit/Debit/Charge/Cheque or Cash Cards</b>            We will indemnify You up to a maximum of €1,000 in any Period of Insurance, in respect of all claims resulting from the loss of a credit/debit/charge/cheque and/or cash card belonging to You, or your spouse and subsequent fraudulent use by any unauthorised person.</p>	<ul style="list-style-type: none"> <li>• following non-compliance with the terms and conditions of the card provider regulations,</li> <li>• where the loss of the card is not reported to the Gardaí or Police and the card provider upon discovering that it is missing,</li> <li>• following unauthorised use by any member of your Household.</li> </ul>
<p><b>Freezer and Refrigerator Contents</b>            We will indemnify You up to a maximum of €500 by payment or, at our option, by replacement for loss or damage to food in your deep freeze &amp; refrigerator caused by any of the following events</p> <ol style="list-style-type: none"> <li>(1) Rise or fall in the temperature</li> <li>(2) Contamination by refrigeration fumes resulting from;               <ol style="list-style-type: none"> <li>(i) accidental damage to the appliance,</li> <li>(ii) failure of the appliance due to its own defect.</li> </ol> </li> </ol>	<ul style="list-style-type: none"> <li>• due to any deliberate act by You</li> <li>• due to any consequence of strikes, labour or political disturbances.</li> </ul>

## WHAT YOUR POLICY COVERS

### Household Removal

Loss or damage to Contents whilst in the course of removal by a professional furniture removal contractor only, from the Buildings to your new permanent residence in Ireland.

### Temporary Removal of Property

Loss of or damage to Contents by an insured cause while temporarily removed from your Private House but remaining in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

In the event of loss or damage the amount recoverable will be limited to 10% of the Sum Insured on Contents.

## EXCLUDING LOSS OR DAMAGE

- to property while in storage away from removal vehicle,
  - recoverable from any other source,
  - to glassware, china, pottery, porcelain, terracotta or other brittle articles unless they have been packed for removal by professional packers,
  - caused by scratching, abrading or denting.
- 
- by Storm or Flood to property in transit or in the open,
  - by Accidental Damage,
  - to property otherwise insured,
  - to property removed for sale or exhibition or in storage facilities,
  - for any amount in excess of €1,500 in total, or in excess of €500 for any one item, in respect of property belonging to any member of Your Household, while living away from home and/or attending college or university,
  - by stealing or any attempt there at other than
    - (i) from any Bank, Safe Deposit or occupied house,
    - (ii) from any building where You or any member of your Household is temporarily staying and which involves entry or exit by forcible or violent means,
    - (iii) involving entry to or exit from a building by forcible and violent means,
    - (iv) during removal to or from any Bank or Safe Deposit while in the custody of You or a member of your Household.



WHAT YOUR POLICY COVERS	EXCLUDING LOSS OR DAMAGE
<p><b>Loss of oil</b> We will pay for loss of oil from a fixed domestic heating system following accidental damage to the domestic heating system. The maximum amount payable is €500.</p>	<ul style="list-style-type: none"> <li>• while the Private House is unfurnished</li> <li>• where the Private House has been unoccupied for more than 35 consecutive days immediately prior to the loss or damage.</li> </ul>
<p><b>Title Deeds</b> The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Private House or in your bank for safe-keeping. The maximum amount payable is €750.</p>	
<p><b>Visitors and Guests Property</b> 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.</p>	
<p><b>Wedding Gifts</b> The Contents Sum Insured is automatically increased by 10% for a period of one month before and one month after the wedding day of You or a member of your Household.</p>	

## SECTION 2b: CONTENTS - DELUXE COVER

The following covers and benefits only apply if the Deluxe Cover option is shown as operative in the Schedule and you have also selected Contents cover. These covers and benefits are in addition to those provided by the Standard and Basic Cover options.

### Shopping

We will pay for loss or damage to food and other goods while You, or a member of your Household, are transporting them from the shop where bought to the Buildings specified in the Schedule subject to a maximum amount of €500 any one loss.

#### EXCLUDING LOSS OR DAMAGE

- by theft or attempted theft from any unattended vehicle unless;
  - (a) all windows, including sunroof, and doors are securely locked and
  - (b) the property is completely concealed within a closed compartment or locked boot
- to property otherwise insured

### Increased Cover / Benefits

With Deluxe Cover Option some of your policy covers/benefits are also increased as per below table

### UNSPECIFIED ALL RISKS COVER

The following cover only applies if the Deluxe Cover Option is shown as operative in the schedule and you have also selected Contents cover:

#### The Cover

Unspecified All Risks

We will indemnify You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage caused to Unspecified Items as described in Section 3 All Risks subject to a maximum of €3,000 in any one period of insurance.

- This cover forms part of the Contents Section of your policy and is in addition to any cover purchased under Section 3 All Risks.
- No sum insured will appear on your schedule for this cover.
- This cover is subject to all the terms conditions and exclusions of Section 3 All Risks.

Description of Cover	Standard Cover / Benefit	under Deluxe Option this is increased to
Home Office Equipment	€3,000	€6,000
Money	€500	€2,000
Loss of oil	€500	€2,000
Fraudulent Use of Credit/Cheque etc Cards	€1,000	€3,000
Visitors and Guests Property	€1,000	€3,000

# SECTION 2b: CONTENTS - DELUXE COVER - IDENTITY THEFT

## Section Definitions

### Identity Theft

The theft of your personal identification, Personal Public Service (PPS) number; or other method of identifying you which has or could reasonably result in the wrongful use of such information, including but not limited to, theft occurring on or arising out of your use of the internet. All financial loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single Identity Theft Event. Identity Theft shall not include the theft or wrongful use of your business name or any other method of identifying any of your business activities.

### Identity Theft Event

One occurrence of Identity Theft or a series of related occurrences.

This section provides You with insurance cover if You become the victim of Identity Theft during the period of insurance, subject to the terms, conditions and limitations shown below. We will pay up to €10,000 for each Occurrence of Identity Theft, including €2,500 in respect of lost wages (maximum payment any one week €420). An Excess of €50 applies to each Identity Theft Event.

THE COVER (what is insured)	EXCLUDING LOSS OR DAMAGE
<div><div>(1) Costs for Solicitors' fees for signing statutory declarations or similar documents for financial institutions or similar credit grantors or credit agencies that have required that affidavits be notarised.</div><div>(2) Costs for registered mail to Gardaí, credit reference agencies, financial institutions or similar credit grantors.</div><div>(3) Lost wages as a result of time taken off from work to meet with, or talk to police, credit reference agencies and/or legal counsel or to complete statutory declarations. If you are a self employed professional, actual lost wages includes remuneration for vacation days, discretionary days, floating holidays and paid personal days. Computation of lost wages for self employed professionals must be supported by and will be based on prior year tax returns. Coverage is limited to wages lost within 12 months after your discovery of an Identity Theft Event.</div></div>	<div><div>• Loss arising out of business activity of any insured person. Lost wages remuneration excludes business interruption or future earnings of a self- employed professional.</div><div>• Expenses incurred due to any fraudulent, dishonest or criminal act by an insured person or any person acting in concert with an insured person, or by any authorised representative of an insured person whether acting alone or in collusion with others.</div></div>

EXCLUDING LOSS OR DAMAGE

- (4) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- (5) Reasonable legal fees incurred, subject to our prior consent, for:
  - (a) defence of lawsuits brought against the insured person by merchants of their collection agencies;
  - (b) the removal of any criminal or civil judgements wrongly entered against you;
  - (c) challenging the accuracy or completeness of any information in a consumer credit report.
- (6) Charges incurred for travel, long distance telephone calls to retail merchants, Police, financial institutions or similar credit grantors or credit reference agencies to report or discuss an actual Identity Theft.

CONDITIONS APPLICABLE TO  
IDENTITY THEFT COVER

If you discover you are a victim of an Occurrence of Identity Theft, contact Us immediately and We will help you with advice on what you need to do.

If you make a claim for lost wages, We will ask you to submit proof from your employer that you took unpaid days off. You must also provide proof that it was necessary to take time away from work.

You must also;

- (a) send copies of any demand, notices, summonses, complaints, or legal papers received in connection with a covered loss;
- (b) take all reasonable and prudent action to prevent further damage to your identity;
- (c) You must make the claim no later than 6 (six) months from expiration date of this Policy.

## 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.

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 5 years old: carpets, floor coverings and timber flooring, TV audio video computer or recording equipment and ancillary material including CD's, tapes, records and software

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

Otherwise, claims will be settled on an indemnity basis with an appropriate deduction 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 stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

# SECTION 3:ALL RISKS COVER

N.B. This insurance only applies when All Risks Sum Insured is shown on the Schedule.The Reduced Excess applies to this section. The exclusions listed below apply to both items 1 and 2.

## THE COVER

We will indemnify You by payment or; at our option, by reinstatement, replacement or repair; for loss or damage caused to:

### Item 1 Unspecified Items

Description of items covered	Maximum sum insured per item
Personal Effects (but excluding, hearing aids, mobile phones, laptops, palm pilots, personal organisers and the like),	€1,500
Jewellery, Photographic Equipment (excluding camcorders),	€1,500
Clothing and Sports Equipment	€1,500
Bicycles	€350

### Item 2 Specified Items

Any item specified in the Schedule up to a maximum of the Sum Insured shown against the item.

Where an item forms part of a set, pair or suite, the per item limit applies to the set, pair or suite and not just the damaged item (e.g. golf clubs)

#### EXCLUDING LOSS OR DAMAGE

- to camping equipment, jet skis, documents of any kind and household goods,
- by stealing of any bicycle, (or of its tyres, accessories or fittings) left both unlocked and unattended away from the Buildings,
- to any bicycle while being used for racing or while used for hire or reward,
- to tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time,
- by stealing or attempted stealing from any unattended vehicle unless;
  - a) all windows, including sunroof, and doors are securely locked
  - b) the property is completely concealed within a closed compartment or locked boot,

- to sports equipment while in use,
- to driver licenses, passports or documents of any kind
- to musical instruments or photographic equipment used or held for business or professional purposes,
- caused by animals owned or in the care custody or control of You or members of your Household,
- to pottery, porcelain, terracotta, glass or other brittle items other than by fire and stealing.

A valuation is required for all Specified Items valued in excess of €5,000. Failure to provide a valuation obtained prior to a loss may invalidate the cover or result in a claim being rejected.

#### Geographical Limits

The cover provided by this Section applies to insured property in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and for not more than 60 days in any one Period of Insurance while elsewhere in the world.

**Note:** For exclusions which apply to the whole of your Policy see General Exclusions – Page 36

# SECTION 4: CARAVAN/MOBILE HOME COVER

N.B. This insurance only applies when a Caravan and Contents Sum Insured is shown on the Schedule.

The Reduced Excess applies to this section.

This Policy covers Caravans which are not greater than 15 years old at inception, are not let for hire or reward or used as a permanent residence.

THE COVER (what is insured)	EXCLUDING LOSS OR DAMAGE
<p>We will indemnify You by payment or, at our option, by replacement or repair for accidental loss or damage to;</p> <p>(1) the Caravan specified in the Schedule, including its accessories, furnishings and utensils,</p> <p>(2) clothing and Personal Effects whilst in the Caravan or whilst temporarily in the towing vehicle in the course of a journey.</p> <p>In addition we will pay the reasonable costs incurred to protect and remove the caravan to suitable repairers and to deliver it to your buildings following repair subject to a maximum amount payable of €400 in respect of any one loss.</p> <p><b>Where Insured:</b></p> <ul style="list-style-type: none"><li>- Anywhere in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, and the Channel Islands, including transit between ports.</li><li>- While temporarily within the Continent of Europe in the custody and control of the Insured for not more than 60 days in any one Period of Insurance.</li></ul>	<ul style="list-style-type: none"><li>• to tyres,</li><li>• if let for hire or reward or used as a permanent residence,</li><li>• by stealing or any attempt there at<ul style="list-style-type: none"><li>(a) of clothing or Personal Effects while the Caravan is unattended unless securely closed and locked,</li><li>(b) of the Caravan specified unless secured against theft (closed and locked)</li></ul></li><li>• caused by storm, unless secured at each corner by proprietary anchor screws and wire hawsers except when kept at the Buildings specified in the Schedule,</li><li>• of Money, stamp collections and documents of any kind,</li><li>• to High Value items,</li><li>• for the amount of the Policy Excess stated in the Schedule in respect of each loss.</li></ul>

**Note:** For exclusions which apply to the whole of your Policy see General Exclusions – Page 36

SECTION 4: CARAVAN/MOBILE HOME COVER  
LIABILITY TO OTHERS

WHAT YOUR POLICY COVERS

We will indemnify You against all sums which You become legally liable to pay for damages in respect of;

- (1) Death, bodily injury or illness to any person excluding your employees or members of your Household
- (2) Accidental damage to property other than property belonging to or under the control of You, members of your Household or employees of You or of members of your Household,

arising out of the ownership or use of the Caravan specified in the Schedule.

We will also indemnify, in like manner, members of Your Household.

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed €3,000,000 inclusive of all legal fees and other expenses.

Excluding Liability in respect of:

the Caravan whilst it is:

- (a) attached to any vehicle,
- (b) let for hire or reward or used as a permanent residence,
- (c) being used other than for social, domestic and pleasure purposes.



## SECTION 3: ALL RISKS COVER & SECTION 4: CARAVAN/MOBILE HOME COVER LOSS SETTLEMENT BASIS

### Section 3: All Risks Cover

Provided the loss or damage is covered by your policy we will settle your claim as follows subject to the sum insured:

- Where damage can be economically repaired, including for clothing, we will either authorise or arrange for repair
- Where a damaged or lost item can be replaced with an item of similar quality we will either authorise or arrange for replacement.
- Where we are unable to either repair or replace the item we will make a cash payment equal to an agreed replacement value
- Where we have offered either repair or replacement but you prefer a cash settlement, we will pay you an amount equal to the cost to us had the item been repaired or replaced.

We may make a deduction for wear, tear and depreciation for clothing.

### Section 4: Caravan/Mobile Home Cover

Our maximum liability for any admitted claim will not exceed the market value of the property at the time of its loss or damage, or the Sum Insured specified in the Schedule (whichever is the lesser).

A proportionate adjustment will be made in the settlement of your claim if the Sum Insured at the time of the loss or damage is less than the cost of replacing all of the property, which is the subject of this cover.

## 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, used as a holiday home 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 please 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, Contents and All Risks 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.

Where your contents are insured for a percentage of your buildings sum insured, the same percentage increase will apply to contents as to buildings.

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 Options 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 Gardaí 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.

### **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 Financial Services Ombudsman's Bureau.

### **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 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 chemical 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.

## GENERAL EXCLUSIONS (CONTINUED)

### 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 therefrom 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, detoxify, 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.

#### 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 other than Home Office equipment as referred to within the Definition of Contents.



# 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.

## DATA PROTECTION (CONTINUED)

### 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](http://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.





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.