

HOME INSURANCE

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▶ B E N C H M A R K



# BENCHMARK RENTAL PROPERTY

Home Insurance 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 Rental Property Insurance Policy and thank you for arranging your insurance with us. Your Insurance is underwritten by RSA Insurance Ireland Limited.

Please check your 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 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.

## DUTY OF DISCLOSURE

You should advise immediately if the use of your property changes, such as it being used for any business purpose other than as rented accommodation, including any business use of the property on the part of any tenant. You should also advise immediately if the nature of your property 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, you should 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.

# BENCHMARK RENTAL PROPERTY INSURANCE POLICY

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.

All monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise.

Premiums are subject to Government Levy and/or contribution where applicable.

Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

## CONTRACT LAW

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract will be governed by Irish Law.

Communications between you and us about this Policy will be in English.

The insurer that you have entered into a contract with is RSA Insurance Ireland Limited.

RSA is a registered business name of RSA Insurance Ireland Limited (the insurer). RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland. The underwriter is RSA Insurance Ireland Limited which is a member of the RSA Group. RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, company number 148094.



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Brian Hughes  
Director of Personal Underwriting  
RSA Insurance Ireland Limited

## BENCHMARK CUSTOMER SERVICE

### COMPLAINTS PROCEDURE

We aim to provide the highest quality of customer service at all times. We are eager therefore to learn about any aspect of our service or products not meeting customer expectations.

If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or you may contact:

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

Our Complaints Procedures ensure that we will respond to complaints within the timelines set out in the Consumer Protection Code. We will acknowledge each complaint in writing within 5 business days and will provide a point of contact for the handling of the complaint.

We will endeavour to resolve complaints quickly but if this is not possible we will provide written updates at intervals of not greater than 20 business days. If the complaint is not resolved within 40 business days we will inform you of the anticipated timeframe for resolution and your right to refer the matter to the Financial Services Ombudsman's Bureau.

If your complaint is not resolved to your satisfaction you may contact our:

Customer Complaints Manager  
RSA Insurance Ireland Ltd.  
RSA House, Dundrum Town Centre,  
Sandyford Road,  
Dublin 16.  
Tel: 1890 290 100,  
Outside Ireland Tel: + 353 1 290 1000.

In the event of the issue not being resolved you may contact:

The Insurance Information  
Service of Insurance Ireland,  
Insurance House,  
39 Molesworth Street,  
Dublin 2.  
Tel: 01-6761914

The Service can advise you on how to continue further, and may be able to help resolve the problem.

Contacting Insurance Ireland will not affect your right to refer your complaint to the Financial Services Ombudsman's Bureau.

You may be eligible to bring your complaint to the Financial Services Ombudsman's Bureau. The details are below:

Financial Services Ombudsman's Bureau,  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2.  
Tel: 1890 882090 or (01) 6620899

You may only appeal a Financial Services Ombudsman's Bureau finding to the High Court. We will not bear the cost of any appeal you bring.

## 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>Aerials</b>	Satellite dishes, television or radio aerials, aerial fittings, aerial masts and their plinths.
<b>Buildings</b>	<p>The Buildings is made up of two parts namely:</p> <p>(a) the Insured Residential Property (which includes garages with direct and exclusive access from the property but not shared garages, car parks or any communal parking facilities), including fixtures and fittings therein and thereon, occupied as rented residential accommodation only, built with brick, stone or concrete and roofed substantially with slates, tiles, or other incombustible materials and,</p> <p>(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> <p>all situate as stated in the Schedule on a site not exceeding two acres in area.</p>
<b>Contents</b>	Landlord's furniture and household goods which are used for the provision of rented accommodation, and aerials not exceeding 30 feet in height, all belonging to you (or for which you are legally responsible) in the insured residential property and domestic outbuildings.

### Excluding:

1. Property otherwise insured.
2. Tenant's property.
3. High Value Items as defined below.
4. Motor vehicles, (other than mechanically propelled lawnmowers), all water craft (including canoes, rubber dinghies, sail boards, surf boards), caravans, trailers and aircraft or parts, keys or accessories of, on or in any of them.
5. Animals and livestock.
6. Personal effects as defined below, clothes and other articles of a strictly personal nature, sports equipment, bicycles.
7. Money as defined below, tickets, deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.
8. Property used in connection with a trade or business.

## DEFINITIONS (CONTINUED)

<b>Contents (continued)</b>	The maximum cover in respect of any one item is 5% of the Contents sum insured or €2,500 (whichever is the higher). The maximum cover in respect of aerials is €1,000 any one loss. The maximum cover in respect of contents of locked domestic outbuildings is €3,000 any one loss.
<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 any operation incidental thereto, 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>	Cameras, video, audio or home computer equipment or 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.
<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>Tenant</b>	Any person living in the Insured Residential Property under a rental or lease agreement with you.
<b>Tenanted</b>	A property will be considered tenanted when there is a current rental or lease agreement in place and the tenant continues to reside in the property under that agreement.
<b>Untenanted</b>	A property will be considered untenanted when there is no current rental or lease agreement in place or where a tenant has ceased to reside in the property before the expiry of an agreement.
<b>Unoccupied</b>	Not stayed in overnight by you, a tenant or any other person authorised by you.



## SECTION I: BUILDINGS

### WHAT YOUR POLICY COVERS

Loss, destruction and/or damage caused by:

### EXCLUDING LOSS OR DAMAGE

<p>1) <b>Fire, Explosion, Lightning, Earthquake and Thunderbolt</b></p>	
<p>2) <b>Smoke</b></p> <p>Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings.</p>	<ul style="list-style-type: none"> <li>• by smoke from fireplaces or any gradually operating cause or process</li> <li>• by smog or from agricultural or industrial operations.</li> </ul>
<p>3) <b>Storm or Flood</b></p>	<ul style="list-style-type: none"> <li>• to fences and gates, lawns, hedges, trees, shrubs and plants,</li> <li>• by frost,</li> <li>• to roofs constructed with torch-on mineral or other felt exceeding 10 years of age.</li> </ul>
<p>4) <b>Freezing, Escape or overflow of Water from within any plumbing or Heating system, fixed water apparatus or fixed domestic appliance.</b></p> <p>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.</p>	<ul style="list-style-type: none"> <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 of 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

### 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

- 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.

- unless involving entry or exit by forcible or violent means.

- to Buildings caused by animals owned by You or 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, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants.

Other than by Malicious Fire and Explosion:

- by any person lawfully on the premises or any person invited onto the premises by You or by a tenant
- to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, 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 Insured Residential Property 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.

**Note:** For exclusions which apply to the whole of your Policy see Untenanted 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

#### Loss of Rent

Provided the insured residential property is tenanted at the time of a loss, we will pay for loss of rent you should have received but were unable to collect while the insured residential property was unfit to live in as a result of loss or damage by 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.

If the insured residential property is untenanted at the time of the loss, the equivalent of three months rent will be deducted from the total amount payable. The total amount payable is also limited to the rent that could have been reasonably expected to be received given the pre-loss condition and rental prospects of the insured residential property.

We will not pay for:

- (a) any rent owed by tenants 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 for any part of the buildings used for anything other than as domestic accommodation
- (d) any loss of rent after the insured residential property is fit to be let.
- (e) the returning of any deposits to tenants

#### Debris Removal, Architects/Surveyors Fees, Public Authorities Requirements Costs

If there has been a loss or damage which is covered by this section we will pay for the following:

- (a) 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.
- (b) 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 by You in the preparation of a claim.
- (c) 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 where the Buildings include a listed building or a protected structure unless we have been notified of same and agreed to provide the cover).

The most we will pay in total for any one loss is 15% of the Buildings sum insured.

#### Reinstatement of Sum Insured after Loss

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

#### 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 are 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 (not moveable cookers) and fixed mirrors.

### **Clean Up Expenses**

Vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic heating 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.

### **Door Locks Replacement**

We will pay the cost of replacing external door locks and keys of the insured residential property where the keys of such locks have been stolen following a break in at the insured residential property and provided such break in has been reported immediately to the Gardai. 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 in accordance with the Fire Services Act 1981 (or subsequent amending legislation) for Fire Brigade attendance to control or extinguish a fire which is insured by your Policy. The maximum amount payable will be €2,000.

### **Title Deeds**

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

The maximum amount payable is €750.

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

## SECTION 2: CONTENTS

WHAT YOUR POLICY COVERS Loss, destruction and/or damage caused by:	EXCLUDING LOSS OR DAMAGE
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 or any gradually operating cause or process</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>• by frost</li> </ul>
4) <b>Freezing, Escape or overflow of Water from within any plumbing or Heating 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 but only if no payment has been made under the buildings cover of this or any other policy.	<ul style="list-style-type: none"> <li>• resulting from escape or overflow of water from gutters,</li> <li>• caused by the gradual ingress of water from shower units and baths,</li> </ul>
5) <b>Escape or overflow of Oil from within plumbing or heating system or Fixed Domestic Appliance</b>  Trace and Access We will pay up to a maximum of €750 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.	<ul style="list-style-type: none"> <li>• to any plumbing or heating system, fixed water apparatus or fixed domestic appliance or tank from which the oil escapes,</li> <li>• to any fixed water or heating installation due to wear and tear, rust or gradual deterioration</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>

## CONTENTS

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>• 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 tenant.</li> </ul>
8) Falling Trees and Branches and/or falling 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>• damage to aerials</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 tenant</li> </ul>
11) Subsidence or Heave of the Site on which the Insured Residential Property stands or Landslip	<ul style="list-style-type: none"> <li>• to the Contents unless the Insured Residential Property is damaged simultaneously.</li> </ul>

**Note:** For exclusions which apply to the whole of your Policy see Untenanted 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.

#### **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.



## 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 as owner of the Buildings only for accidents happening in or about the Buildings which result in

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

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 insured residential property only.

### EXCLUDING LOSS OR DAMAGE

- any action for damage brought in a Court of Law outside the Republic of Ireland
- 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 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 other than the provision of rented accommodation at the Insured Residential Property.
- any wilful or malicious act,
- death, bodily injury or illness or accidental damage to property 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 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 Untenanted 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 LOSS OR DAMAGE

- 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,
- death, bodily injury or illness or accidental damage to property 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 tenants.

**Note:** For exclusions which apply to the whole of your Policy see Untenanted 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
  - (a) removal of debris and demolition costs
  - (b) architects, surveyors and other fees,
  - (c) costs associated with complying with any Government, Local Authority, Building or other Regulation and
- (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.

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 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.

At our option We will either

- (i) repair / reinstate or
- (ii) pay the full reasonable cost of repair / reinstatement of the Buildings to You.

You must provide access to your home, and facilitate an inspection, for our Managed Repair Network of Building Contractors to quote for the cost of repair / reinstatement.

Where we opt to repair / reinstate, we reserve the right to use our Managed Repair Network of Building Contractors to complete the works and we will take responsibility for the satisfactory completion of such works completed by them.

Where We agree to pay You We reserve the right to make staged payments as works progress and to withhold final payment until all works are complete, final invoice submitted and final inspection completed by Us or our Representatives. The percentage of final payment withheld will not exceed 30% of the overall settlement amount.

### 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.

## SECTION 1: BUILDINGS AND SECTION 2: CONTENTS - LOSS SETTLEMENT BASIS (CONTINUED)

### 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:  
household linen, carpets, floor covering and timber flooring and televisions, 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.

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 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.

### 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 thereon.

We will deduct the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

## UNTENANTED PROPERTIES – SPECIAL TERMS AND CONDITIONS

Whenever the insured residential property becomes untenanted for a period exceeding 35 days then you must ensure that:

- (a) the water is turned off at the mains and the water system (but not heating system) and tank is drained
- (b) The insured residential property is visited and inspected at least once every 7 days.

(We recommend, for your own protection, that these measures be implemented as soon as possible after you become aware that the property will be or is untenanted.)

**In addition, the following restrictions also apply:**

- (i) the policy excess will be increased to €500 and
- (ii) the following events will not be covered
  - theft or attempted theft
  - malicious acts or vandalism
  - riot, civil commotion, strikes, labour or political disturbances
  - escape of water or oil from any fixed domestic appliance, tank or system

If an insured residential property is comprised of more than one residential unit then these conditions and exclusions will apply to that unit or part of the insured residential property which becomes untenanted.

The inspections referred to at (b) above must make sure that:

- water remains turned off at the mains and the system is drained
- All outside doors are securely locked
- All ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay
- The buildings remain free from waste materials and fuel.

If the property is broken into or vandalised you must

- immediately make the buildings safe and secure
- follow the claims procedure set out in this policy and
- keep a record of any necessary work carried out.

# 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 you should 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.

You must comply with any relevant requirements for tenanted properties as laid out in the Fire Services Act 1981 (or any subsequent amending legislation).

## 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 materially
- (b) if a business is carried on from the Buildings other than the provision of rented accommodation at the insured residential property
- (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.

## POLICY TERMS AND CONDITIONS (CONTINUED)

### **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 Buildings**

The sum insured may be adjusted monthly in accordance with the House Rebuilding Cost Index prepared by the Department of the Environment. Following loss or damage by any cause listed under Section I - Buildings, the Buildings sum insured will be Index Linked for the duration the Buildings are being reinstated, at the same rate that applied at the commencement of Your Policy or last renewal, provided You take all reasonable steps to ensure that the reinstatement is carried out without undue delay.

No additional premium will be charged for these adjustments between the anniversary dates of Your Policy, but the renewal premium will be calculated on the revised sum insured as appropriate.

### **Contents**

The sums insured may be adjusted monthly in accordance with the Durable Household Goods Section of the Consumer Price Index.

No additional premium will be charged for these adjustments between the anniversary dates of Your Policy, but the renewal premium will be calculated on the revised sums insured as appropriate.

These adjustments may not be sufficient for Your needs and therefore You should not rely on this alone to ensure Your sums insured are adequate. You should periodically review Your own sums 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 any discount applicable 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 the inside cover of this policy. 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  
Call (01) 832 8756 anytime.

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 (CONTINUED)

### How will we deal with your Claim?

Our aim is to deal with your claim promptly, efficiently and fairly. At all times we will try to provide you with the highest standard of service. If you have any comment or complaint or if our service has not met your expectations please do let us know. Depending on the type of claim and value involved we may:

- Contact you by telephone or letter to progress your claim.
- Arrange for one of our claims team to personally call on you.
- Appoint an independent Loss Adjuster to deal with your claim on our behalf.
- Appoint our Managed Repair Network of Building Contractors to complete the works and we will take responsibility for the satisfactory completion of such works completed by them.

### 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 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

- (i) the loss of, alteration of or damage to or
- (ii) 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

## GENERAL EXCLUSIONS (CONTINUED)

(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.

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.

### 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 by You 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,

#### 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.

## 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.

RS/HH3017 (02/14)