



February 2022

# Your Farm Insurance Policy



**Welcome  
to AXA  
Farm  
Insurance**

# Thanks for choosing AXA as your insurer.

You've chosen a policy that gives you **more choice, more cover and more value** than any other policy out there. And rest assured, if you need help with claims, we'll be there when You need us most.

This is your policy document. It's the contract we've made with each other. We know insurance can be a complicated business so we've designed the layout to make it as easy as possible to follow.

Please read it carefully and if you've any questions, contact your Broker or your local AXA Insurance office.




# Guide to your policy wording

## Information is just a click away

Go directly to the page you're interested in by clicking on the correct title on the Contents page.

## How to read your policy wording

The terms and conditions of your policy will be set up like this:

 <b>What's covered</b>	 <b>What's not covered</b>
The left side explains in detail what you're covered for in each section of the policy wording.	The right side details the circumstances where the left side cover is restricted.

This policy wording contains all of the covers and options we offer.

**Your schedule will show the farm insurance covers and options you have chosen and the cover limits.**

Please read the policy wording together with your schedule.

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# Your policy

In return for your premium, We agree to insure You against loss, destruction, damage and liability for the agreed period (or any subsequent period for which the Company accepts a renewal premium).

The Policy and the Schedule that comes with it, are your contract based on your Statement of Fact.

On behalf of AXA Insurance dac,



Phil Bradley

Chief Executive

AXA Insurance dac  
Registered number 136155  
Registered office Wolfe Tone House,  
Wolfe Tone Street, Dublin 1.

We suggest you read this Policy and your Schedule to make sure they meet your needs. If you've any queries, please contact us or your Insurance Broker.

Check out **Caring For You** (our Complaints procedure) at the back of this document.

## The law applicable to this Policy

Your Insurer is AXA Insurance dac, established in Ireland. Together, we can choose the law to apply to this contract from any country in the European Union; we propose the Republic of Ireland.

Please note for section 5B only your insurer is XL Insurance Company SE.



### Helplines

<b>24 Hour Claims</b>	01 8927142	If you need to make a claim, phone this number day or night.
<b>Domestic Emergency Home Assistance (if we insure your home)</b>	0818 253347	If we insure your home and you need emergency home assistance, phone this number day or night.



# General Definitions

The following words and phrases always have the following meanings in this document.

**AXA Insurance, Company, Our, Us, We**

AXA Insurance dac.

**Damage**

Accidental loss, destruction or damage.

**Policy**

The Policy and Schedule and any additions attached or issued.

**Schedule**

The Schedule is part of your policy document. It includes your details, dates of insurance and the property insured.

**Proposal/Statement of Fact**

The signed Proposal or Statement of Fact and any additional information supplied to Us by You.

**Business**

The business noted in the Schedule and

- (a) having and running a canteen, sports, social or welfare organisations for the benefit of Employees, plus fire, security, first aid, medical and ambulance services.
- (b) Private work carried out by employees, with your consent, for any director or senior official of Yours.
- (c) maintaining, decorating and repairing Property at the Premises owned by You in connection with Your Business.

**Money**

Current coins and bank notes, cheques, money orders and postal orders, premium bonds, saving stamps and certificates, current stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers and trading stamps.

**Credit Cards**

Credit, charge, cheque, bankers or cash dispenser cards.

**Insured, You, Your**

The person(s) or company named in the Schedule.

**SECTION 1**

# Private Dwelling House



# Definitions

## 1 Buildings

The Private Dwelling you live in, as per the Schedule, built of brick, stone or concrete and roofed with slates, tiles, concrete or other incombustible materials (or as accepted by Us).

And the following if they form part of its property:

- (a) Domestic outbuildings, domestic greenhouses, tennis hard courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking and septic and oil tanks, interior decorations.
- (b) landlord's fixtures and fittings, all on your farm at the address in the Policy Schedule.

But excluding stables, garages, outbuildings, fences and gates used for farming or any other business.

## 2 Contents

Your home's Goods and Personal Effects of every description, while in the Buildings and which belong to or are your responsibility, or any member of your family, or household. It excludes documents, securities, deeds, bonds and medals, coins, credit cards, money, caravans or vehicles (other than lawnmowers), water craft (or parts or accessories of any of them), livestock and horses used for farming, as well as utensils and property that's specifically insured.

## 3 Outbuildings

Sheds, greenhouses, summerhouses and other Buildings (excluding caravans, mobile homes or motor homes) that are not part of the main home, but used for domestic purposes.

## 4 Private Dwelling House

The house, bungalow, apartment, flat or maisonette mentioned in the schedule, including its outbuildings and garages, all used for domestic purposes.

## 5 Unoccupied

Wholly unoccupied, mainly unoccupied or not in use by you or your tenants for more than 30 consecutive days.

## 6 Unfurnished

Doesn't contain enough furniture for normal living purposes.

## 7 Valuables

Jewellery, gold items, silver or other precious metals, watches, furs, cameras, pictures and other works of art, stamp collections, coins, medals or objects valued as curiosities.

## 8 Personal belongings

Clothes (excluding furs) and personal items worn, used or carried, as well as portable radios, portable TVs and sports equipment. It doesn't include valuables or money.

## 9 Excess

The amount you have to pay towards certain claims as described in the Schedule or Policy Document.

## 10 The Schedule

The schedule is part of your policy document. It includes your details, dates of insurance, and the property insured.

## 11 Sum Insured

The amount shown on the schedule as the most we will pay for claims resulting from one incident.



## 12 Business Contents

Limited to office furnishings, office equipment including documents and computer equipment, (but excluding any money, postal and money orders, cheques, travel tickets, and stamps).

# 1A Home Dwelling and Contents

## 1 Buildings, Contents and Business Contents

We'll pay for loss of, or damage to your Buildings, Contents and Business Contents caused by any of the following Contingencies:

 What's covered	 What's not covered
<p>(a) Fire, Explosion, Lightning, or Earthquake.</p> <hr/>	
<p>(b) Aircraft, or other aerial devices, or anything dropped from them.</p> <hr/>	
<p>(c) Smoke.</p> <hr/>	<p>i. Smog, nor any gradually operating cause or process, nor agricultural forestry, nor industrial operations.</p> <hr/>
<p>(d) Storm, or Flood.</p> <hr/>	<p>i. Frost or damage to fences, decks, hedges, and gates.</p>
	<p>ii. Subsidence, heave or landslip</p>
	<p>iii. Due to wear and tear, or anything which happens gradually.</p>
	<p>iv. Felt roofs over 5 years (unless you can prove that the roof has been inspected by a professional builder every 3 years).</p> <hr/>
<p>(e) Falling Trees or Branches.</p> <hr/>	<p>i. Due to tree felling or lopping operations or</p>
	<p>ii. The cost of removing fallen trees or branches, unless the cause of an admitted claim or</p>
	<p>iii. Loss or damage to gates walls decks and fences, unless the home is damaged at the same time.</p> <hr/>
<p>(f) Falling Aerials, Masts or Satellite Dishes, including damage to these.</p> <hr/>	<p>i. Aerials and masts over 15 metres in height, unless otherwise stated in this policy.</p> <hr/>
<p>(g) Impact by any road vehicle, train or anything dropped from them, or animals.</p>	<p>i. Damage to Contents, unless the Buildings are damaged by the same cause.</p>



## What's covered

(h) Subsidence or Heave of the site on which the Buildings stand, or Landslip.

(i) Escape of water or oil from , or frost damage to, any fixed water or heating installation, washing machine, dish washer, fridge freezer, fish tank or water bed.



## What's not covered

- i. First €5,000 of any claim for damage to Buildings.
- ii. Loss due to the bedding down of any structures, settlement of made up ground, land filled sites, coastal riverbank or lake bank erosion.
- iii. Loss due to solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause.
- iv. Structural alterations, demolition, repairs, or extensions to the home.
- v. Damage to boundary walls, fences, hedges, gates, decks, footpaths, driveways, terraces, tennis courts, patios, service tanks, sewers and swimming pools, unless the Buildings are damaged at the same time by the same cause.
- vi. Loss or damage due to the use of faulty materials, faulty workmanship, faulty design, faulty or inadequate drains, drainage systems inadequate foundations.
- vii. Caused by subsidence or ground heave of the site on where the buildings stand, or landslip, from hiring experts or contractors other than those carrying out emergency work without our permission. We'll have to agree to you hiring them, and we have the right to choose experts from our own panel.

- i. Buildings if unfurnished or unoccupied for more than 30 days in a row.
- ii. Any fixed water or heating installation, washing machine, or water bed due to wear and tear, depreciation or deterioration, or anything that happens gradually.
- iii. Water leaking from shower units and baths through seals and grouting.
- iv. The part of the appliance where the water leaks.
- v. Escape of water from a drain, which leads to subsidence, heave or landslip.
- vi. Pollution or oil spillage if you hire any experts or contractors other than those carrying out emergency work.
- vii. The first €500 of any claim for damage to Buildings or Contents.
- viii. Caused by subsidence or ground heave of the site on where the buildings stand, or landslip, from hiring experts or contractors other than those carrying out emergency work without our permission. We'll have to agree to you hiring them, and we have the right to choose experts from our own panel.

**What's covered**

- (j) Stealing or attempted stealing.
- 
- (k) Riot, civil commotion, labour or political disturbances, strikes, vandalism or malicious acts.
- 
- (l) Accidental damage to Your Buildings.

**What's not covered**

- i. Where the Buildings are not lived in for more than 30 consecutive days.
  - ii. Money or stamps while the Buildings are occupied by paying guests is let or sublet or shared or used for business purposes unless there is forcible and violent entry.
  - iii. Where the property is bought from You by anyone using any form of payment that proves to be fake fraudulent invalid or uncollectable for any reason.
  - iv. Stealing from the open.
  - v. Stealing from mechanically-propelled vehicles.
- 
- i. Boundary walls, fences, gates, decks, footpaths, driveways, terraces, tennis courts, patios and swimming pools.
  - ii. If the Buildings are unfurnished or unoccupied for more than 30 consecutive days.
  - iii. Vandalism or malicious acts carried out by someone legally allowed to be on the premises.
- 
- i. Specifically excluded under the Buildings Section.
  - ii. Frost.
  - iii. Due to wear and tear, gradual deterioration, modification of flavor, color, structure, corrosion, damage due to dust or humidity or caused by mould, vermin, insects
  - iv. Vermin, insects, fungus, wet or dry rot.
  - v. Chewing, scratching, tearing or fouling by domestic animals.
  - vi. Mechanical or electrical breakdown.
  - vii. Something specifically covered somewhere else in this policy.
  - viii. Altering or extending the building, or the cost of maintenance, or routine decoration.
  - ix. Because of faulty workmanship faulty design or using faulty materials.
  - x. While any building is unoccupied or unfurnished.

**What's covered**

- (m)** Accidental damage to Your Contents.  
We will cover accidental loss or damage to your Contents in the home.

**What's not covered**

- i. Something specifically excluded under this Section.
- ii. Something covered somewhere else in this policy.
- iii. Wear and tear or anything that happens gradually, weather (other than storm or flood), vermin, insects, fungus, wet or dry rot, damp, frost, action of light manufacturing faults, scratching, chipping, or denting, corrosion or rust.
- iv. Something arising from loss in value or consequential loss:
  - a. by chewing, scratching, tearing, or fouling by domestic animals.
  - b. by mechanical or electrical breakdown.
  - c. because of faulty workmanship faulty design or using faulty materials.
  - d. caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on.
  - e. caused by settlement or shrinkage.
  - f. caused by any paying tenant or guest.
  - g. caused deliberately by any member of Your Family or Household.
  - h. to contact lenses hearing aids or dentures.
  - i. to food drink or plants.
  - j. to items of glass, china, porcelain, earthenware or stone (or other things of a similar brittle material).
  - k. to jewellery or watches.
  - l. while any building is unoccupied.

## 1B Breakage of Glass

✓ What's covered	✗ What's not covered
<p>(a) We'll pay for accidental breakage of fixed glass in windows doors plate glass tops to furniture, fixed glass in furniture, glass shelves, ceramic hobs, mirrors, bathroom fittings and sanitary ware.</p>	<ul style="list-style-type: none"> <li>i. Hand mirrors.</li> <li>ii. When the Buildings are unfurnished and left unoccupied for more than 30 consecutive days.</li> <li>iii. Caused by any process of repair replacement or alteration.</li> <li>iv. Damage to property not in the home.</li> </ul>

## 1C Personal Possessions Cover: Belongings and Valuables

This cover applies only when specifically selected and shown in the policy schedule.

We'll pay for loss of or damage to the Valuables and other effects as defined below whilst anywhere within the set locations.

### Definitions

Specifically for this Subsection All Risks Cover

#### **Geographical limits**

- (i) Anywhere in Europe.
- (ii) Anywhere in the world for up to 60 days during any one insurance period.

#### **Valuables and other Effects**

See Definitions 7 and 8 of this Section.

### Limits of liability

Specifically for this Subsection B – Personal Belongings and Valuables Cover.

All Valuables and other personal effects – the Sum Insured on the schedule.

### Exclusions

#### **Specifically for Belongings and Valuables Cover**

✗ What's not covered
<ul style="list-style-type: none"> <li>(a) Mechanically propelled vehicles, watercraft, aircraft, caravans, trailers, (and their parts and accessories, tools, fitted radios, phones, cassette, and compact disc players) camping equipment, contact lenses, documents, money credit cards, plants, animals, prams and pushchairs.</li> <li>(b) Loss or damage to Pedal Cycles being used for racing, pace making, or speed testing, for hire or reward, or while parked unless securely locked or stored in a building.</li> <li>(c) Loss or damage to any Pedal Cycle parts unless the Pedal Cycle is stolen or damaged at the same time, or any mechanical or electrical breakdown.</li> <li>(d) Loss or damage to any property used for professional or commercial purposes.</li> <li>(e) Loss or damage due to delay, confiscation or detention by customs or other officials or authorities.</li> <li>(f) Loss due to atmospheric or climatic conditions.</li> </ul>





### What's not covered

- (g) Loss or damage caused by any process of cleaning, restoring, altering or repairing, wear and tear depreciation, corrosion or deterioration, and anything that happens gradually, or moth, vermin or insects.
- (h) Glass breakage (other than lenses), or brittle items (other than jewellery) or mechanical or electrical breakdown.
- (i) Loss if paid for by anyone using any form of payment that proves to be fake fraudulent, invalid or uncollectible for any reason.
- (j) Loss of tools, instruments or sports equipment used or held for business or professional purposes.
- (k) Loss of property in unattended vehicles, unless all items are hidden from view, all windows are closed and all doors and boots are locked.
- (l) Loss in value or consequential loss.

### General Condition applicable to this Section

The settings in the stones of any piece of jewellery worth over €20,000 must be inspected once every three years by a competent jeweller, and any defect repaired immediately.

### General clauses and extensions applicable to this Section

#### 1 Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage, and take all reasonable steps to protect your property from loss or damage. You must keep all your property in good condition.

#### 2 Reinstatement of Sums Insured

The Sums Insured under this Section won't be reduced by the amount of any claim.

### 3 Index linking – Buildings, Contents and Personal possessions

To help protect you against inflation, We'll amend the Sum Insured under Buildings Contents and Personal possessions each month, in line with an appropriate index We have chosen. Each year when You renew the policy, We'll increase the Sum Insured in line with that index. The following applies to Buildings, Contents and Personal possessions.

- ▶ If an index falls, We'll keep the Sums Insured and monetary limits at the same level.
- ▶ We don't charge for this inflation protection at the time of the monthly increase, but when You next renew Your policy, We'll adjust Your Sums Insured as a result.
- ▶ Inflation protection will not apply to the monetary limits.
- ▶ During the period of repair, after We carry out a repair or replacement for loss or damage to the building, We'll continue to protect the Sum Insured against inflation as long as:
  - ▷ You take reasonable steps to make sure that the repair or replacement is carried out immediately and
  - ▷ the Sum Insured at the time of the loss or damage represents the full value.

Although You have the benefits of inflation protection, You should not rely on this alone to keep the building Sum Insured at the correct level. The replacement cost of Your Building or Contents may be growing faster than inflation – perhaps because of a new extension or new items You have bought. It is a policy condition to insure for the correct amount.

#### 4 Door Locks replacement

✓ What's covered	✗ What's not covered
<p>We'll pay the replacement costs of external door locks, or domestic safe, or intruder alarm protecting the home (up to a maximum of €750 any one claim), where the keys of these locks have been stolen from the home.</p>	<p>The cost of replacing keys and locks to a garage or outbuilding.</p>

#### 5 Fire Brigade Charges

✓ What's covered	✗ What's not covered
<p>We'll cover for charges levied by a fire authority in accordance with the provisions of The Fire Services Act 1981 in controlling or extinguishing fire, affecting or threatening to effect the property insured by this Section (and Policy Sections 3 and 4, if insured) in circumstances that allow for a valid claim under your Policy. The maximum amount payable is €15,000 in any one period, if insured.</p>	

#### 6 Alternative Accommodation

✓ What's covered	✗ What's not covered
<p>If the Buildings are made uninhabitable by any of the Contingencies (a) to (k) above then we'll pay for any loss of rent, along with reasonable additional expenses necessarily incurred by you for alternative comparable accommodation, but only for as long as it is necessary to make the Buildings habitable up to a maximum total benefit of 15% of the Buildings' Sum Insured.</p>	

#### 7 Finding a leak

✓ What's covered	✗ What's not covered
<p>We'll pay for any work needed to see whether or not a loss would lead to a valid claim, under Contingency (i) of this Section. The most we will pay under the Buildings or Contents Section of the policy is €750.</p>	<p>Any work involving repair, reconstruction or replacement</p>

## 8 Extensions of Your Buildings Cover



### What's covered

#### Purchaser's Clause

If You should enter into a contract to sell your interest in the Buildings, and between exchanges of contracts and completion of sale the Buildings are damaged by any insured Event. Then, the purchaser shall be entitled to the benefit from this insurance in respect of such damage when the sale is completed provided the Buildings are not insured already by them.

#### Architects' Surveyors' Legal and other Fees/ Removing debris

If there's loss or damage to Your Private Dwelling House, which is covered under this Section, We will pay for:

- (a) the reasonable cost of removing debris.
- (b) the reasonable extra cost of reinstating the Building to keep to legal regulations or local authority bye-laws.

We'll decide whether or not you require the services of an architect, a surveyor, a consulting engineer or any other expert to help in the repair or reinstatement of the building. We'll select the expert and pay their reasonable fees.

The most we'll pay for any one claim is 10% of the building Sum Insured.

#### Damage to Underground Services

We'll pay for accidental damage to service pipes, cables and underground tanks, and drain inspection covers for which you are responsible, and which service the Buildings.



### What's not covered

We won't cover any cost for keeping to requirements or regulations, resulting from a notice served on You, or anyone leasing or renting the property:

- i. before the destruction or damage happened or
- ii. for the undamaged parts of the Building.

We won't pay for any expert engaged by You.

## 9 Extensions of Your Contents cover



### What's covered

#### Deeds and documents

We'll cover loss or damage by Contingencies (a) to (k) to Contents temporarily removed from the home, while anywhere in Ireland United Kingdom, Isle of Man or Channel Islands, for not more than 20% of the Contents Sum Insured.

#### Visitors and employees effects

We'll cover loss or damage by Contingencies (a) to (k) to the personal belongings of your visitors and domestic employees while in the home. The most We will pay for any one claim is €1,500.

#### Household removal

We'll cover loss or damage by Contingencies (a) to (k) to Contents being transported from the home for permanent removal to another home in Ireland, United Kingdom, Isle of Man, or the Channel Islands. The removal must be carried out by professional contractors and must take no longer than 48 hours.

#### Frozen foods

We'll cover loss of or damage to food in any refrigerator or deep-freeze cabinet caused by a rise or fall in temperature, or contamination by refrigerant or refrigerant fumes.

The refrigerator or deep-freeze cabinet must be:

- (a) in Your home and
- (b) owned by You or Your responsibility.

The most we will pay for any one claim under this Section is €750.

#### Contents temporarily removed from the home

We'll cover loss or damage by causes (a) to (k) to Contents temporarily removed from the home while anywhere in Ireland, the United Kingdom, the Isle of Man, or the Channel Islands, for no more than 20% of the Contents Sum Insured.



### What's not covered

Loss or damage which is:

- (a) china, glass earthen ware and brittle items.
- (b) not reported within 72 hours of the Contents being delivered to Your new home.
- (c) due to stealing from an unattended vehicle.
- (d) due to Contents being in storage, away from the removal vehicle.
- (e) to money or Valuables.

Loss or damage caused by:

- (a) a deliberate act of the supply authority.
- (b) strike lock-out or industrial dispute.
- (c) Due to wear and tear, gradual deterioration, modification of flavor, color, structure, corrosion, damage due to dust or humidity or caused by mould, vermin, insects.

Loss or damage:

- (a) by storm or flood to property not in a building.
- (b) by frost.
- (c) by stealing not involving force, and violence used to get into or out of a building.
- (d) while the Contents are removed for sale or exhibition or to storage.
- (e) to valuables.

**What's covered****Christmas gifts**

We'll automatically increase the Sum Insured in respect to Contents by 20% during the month of December to cover Christmas gifts.

**Weddings**

We'll automatically increase the Sum Insured in respect to Contents by 20% to insure wedding gifts for one month before, and one month after, Your wedding day, or a member of your family's.

**Accidental loss of Oil**

We'll cover loss of domestic heating oil, up to a maximum of €750 on any one claim.

**Domestic employees' effects**

Loss or damage caused by any of the Contingencies (a) to (k) above to Personal Belongings of Your visitors, and domestic employees while this property is in your home.

The most We'll pay for on any one claim is €1,500.

**Credit Cards**

We'll pay up to an amount of €1500 for which you become legally liable to pay, as a result of the loss of, or misuse of, credit cards.

**Money**

We'll pay up to an amount of €750 in respect of accidental loss of money belonging to You or a member of Your family

- (a) anywhere in Europe.
- (b) anywhere in the world for up to 60 days, during any one period of insurance.

**Property in the open**

Loss or damage by Contingencies (a) to (m) to Contents in the open but within the boundaries of the home.

The most we will pay for any one claim is €750.

**What's not covered**

Loss or damage if you are covered under another insurance policy.

Loss of or damage to:

- i. money and stamps.
- ii. property more specifically insured.

- (a) loss due to non-compliance with the conditions of the company issuing the credit cards.
- (b) loss arising after the authority issuing the card has received notice of a loss.
- (c) loss arising from unauthorised use by a member of your family.

- (a) loss due to mistakes, neglect or poor accountancy.
- (b) loss in value.
- (c) losses not reported to the police, within 24 hours of discovering the loss.
- (d) customs or other officials legally taking, or holding Your property.

Loss or damage to:

- (a) valuables and money.
- (b) any plant, shrub or tree.
- (c) pedal cycles.

**What's covered****Jury Service**

We'll pay a benefit of €20 per day (up to a total of €750), for each day or part day attended at Court by You or Your spouse, as long as You give Us satisfactory written proof of Your jury service.

**Death Benefit**

We will pay a benefit of €30,000 (in the aggregate in any one period of insurance), in the event of your death or that of your spouse occurring within three months of an injury sustained in the Buildings by Fire or Thieves. If more than one person is named as Policyholder, the benefit will be divided equally between the persons named.

**What's not covered****Limits of liability****Buildings**

We won't pay more than the building Sum Insured shown on the policy schedule.

**Contents**

We won't pay more than the Contents Sum Insured shown on the policy schedule. In addition we'll apply a limit of 10% of the Contents Sum Insured, to Contents kept in any outbuilding or garage belonging to the home. In regard to valuables, a limit of 5% of the Contents Sum Insured or €5,000, whichever is greater, will apply to any one valuable, and up to one third of the Contents Sum Insured for any one claim for valuables (unless these valuables are insured separately).

**All Risks**

We won't pay more than the Sum Insured shown on the policy schedule. If you've chosen unspecified cover, the limit for any one item is €1,300.

**Excess**

We won't pay the first €250 of any claim (unless otherwise shown on the policy schedule) in respect of all Contingencies referred to above.

**How we'll settle claims under your Home Section**

See General Conditions 9 – Notification and how We settle Claims.

**Underinsurance**

You must tell Us if the Buildings and Contents Sums Insured is not high enough. If not, You may find that You don't have enough cover, and We won't pay the full value of Your claim.



**Other insurance policies (Contribution)**

If any injury, loss or damage is covered by any other insurance, We won't pay more than Our share.

# 1D Liability

## 1 Your legal responsibility to the public

We won't pay more than €3,000,000 for any single claim against You, or series of claims from one event.

 What's covered	 What's not covered
<p>We won't pay more than €3,000,000 for any single claim against You or series of claims from one event.</p> <p>We'll cover all amounts You're legally responsible to pay as damages for</p> <p>(a) bodily injury (including death or disease) to anyone.</p> <p>(b) loss or damage to property anywhere in the world, during the insurance period.</p> <p>We'll also pay legal costs and expenses and all other costs and expenses We agree to in writing.</p> <p>If You die, Your legal representative has the benefit of this Section for any liability You may have for something covered by this Section.</p>	<p>(a) Liability for:</p> <ul style="list-style-type: none"> <li>▶ bodily injury to You.</li> <li>▶ bodily injury anyone suffers under a service contract or apprenticeship with You that happens because of their employment by You.</li> <li>▶ loss of, or damage to, property belonging to You or in Your custody and control.</li> </ul> <p>(b) Liability arising from:</p> <ul style="list-style-type: none"> <li>▶ any wilful, malicious, deliberate or reckless act You commit including public and private nuisance.</li> <li>▶ You carrying out any trade, business, profession or employment.</li> <li>▶ You living in, using or controlling any land or building not referred to in this Section or any temporary home.</li> <li>▶ You owning any land or building, other than the building referred to in this Section.</li> <li>▶ You owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland.</li> <li>▶ You owning or using dogs in breach of the Control of Dogs Acts 1986 (including amendments) if the ownership or use is not in line with those regulations.</li> <li>▶ You owning or using (other than domestic gardening equipment or being a passenger) mechanically propelled vehicles, aircraft or watercraft, (not model aircraft or model watercraft, or non-power-driven craft on inland waterways) or electronically assisted pedal cycles.</li> <li>▶ any lift You own, or for which you are responsible for maintenance.</li> <li>▶ You owning, or using, any firearm (other than sporting gun).</li> </ul>

**What's covered**

See previous page.

**What's not covered**

- ▶ human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or any variations, however caused.
- (c) We won't cover you for any liability You might have under an agreement, unless You would have been liable if the agreement did not exist.
- (d) Any liability that You must have insurance cover under the Road Traffic Acts.
- (e) Any trailer that needs compulsory insurance or security under road traffic legislation if the trailer is owned, leased, hired, borrowed or used by You or by the person seeking indemnity.
- (f) The supply of any product.

**2 Your liability to domestic employees****What's covered**

We'll pay up to €3,000,000 for all damages, costs, fees and expenses for any single claim against You or series of claims arising from one event.

We'll cover whatever You're legally responsible to pay as damages for bodily injury (including death or disease) to anyone under a contract of service with You for private, domestic duties. This includes chauffeur, gardener, someone carrying out repair work, and other temporary or casual employees. The injury must occur in the course of their employment by You and can happen anywhere in the world.

We'll also pay legal costs and expenses anyone can recover and all costs and expenses We agree in writing.

For an injury or disease an employee suffers while temporarily employed outside the Republic of Ireland, the action for damages must be brought in a court of law in the Republic of Ireland.

If You die, Your legal representative will have the benefit of this Section for any liability You would have suffered for an event covered by this Section.

**What's not covered**

- (a) Liability as a result of any deliberate or malicious act.
- (b) Liability You have under an agreement unless You would've been liable if the agreement didn't exist.
- (c) Liability as a result of You're owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland.
- (d) Liability as a result of You owning or using dogs in breach of the Control of Dogs Acts 1986 (including amendments), if owning or using them isn't in line with those regulations.
- (e) Liability that results from human immunodeficiency virus (HIV) or any HIV-related illness, including acquired immune deficient syndrome (AIDS), or any variations however caused.
- (f) Liability that results directly or indirectly in connection with demolishing or altering the building, or any operation related to those activities.
- (g) Any liability for which You must have insurance cover under the terms of the Road Traffic Acts.
- (h) Any involvement in farming.
- (i) Accidents to any member of your family or household.



# 1E Emergency Home Assistance

We provide assistance in the event of certain home emergencies that impact on the safety and security of your home, potentially rendering it uninhabitable.

This policy is suitable for someone who wants to cover an emergency caused by specified events when they don't already have relevant insurance cover.

It's not designed to replace your Buildings and Contents insurance, and won't provide assistance for normal day-to-day home maintenance.

This policy provides assistance in the event of the emergencies outlined in the table below.

Please call us as soon as you're aware of the emergency.

## Status disclosure

This policy is administered by AXA Assistance Ireland Limited, Kilmartin, N6 Retail Park, Athlone, Co Westmeath.

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Interpartner Assistance SA is a Belgian firm authorised by the National Bank of Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

AXA Assistance Ireland Limited provides the emergency assistance services and benefits described in this policy during the Period of Insurance. AXA Assistance Ireland Limited operates the 24-hour home emergency assistance helpline.

Your policy is subject to Irish Law and You and We agree to submit to the non-exclusive jurisdiction of the Irish Courts if there is an unresolved dispute between us.



### IMPORTANT INFORMATION

This document sets out the terms and conditions of your cover and it's important that you read it carefully.

If we make any changes to your policy cover limit, these will be confirmed to you separately in writing.

Each Section of this document explains what is and isn't covered. There are also general exclusions that apply to all Sections of the cover, and there are general conditions that you must follow for the policy to cover your claim.

## How to make a claim

Please call us as soon as you are aware of the emergency.

Are you having one of the following emergencies?

- ▶ Plumbing and drainage
- ▶ Failure of internal electrics
- ▶ Security (i.e. glazing & locks)
- ▶ Pests
- ▶ Gas supply pipe
- ▶ Boiler & heating
- ▶ Roofing

If so, contact the



**24 hour Emergency Helpline**  
**0818 253347**

Please have as much information as possible to hand, including your policy number, to help us assist you as quickly as possible.

## What will happen next:

We will:

- ▶ Advise you how to immediately protect yourself and your home;
- ▶ Validate your policy and arrange for an authorised contractor to make an appointment or settle your claim by agreeing to reimburse you for getting it fixed;
- ▶ Together with our authorised contractors, we'll manage your claim from that point and keep you updated throughout your claim journey;
- ▶ Pay up to €250 (€500 for roofing) per claim including VAT, call out, labour, parts and materials to carry out an emergency repair;
- ▶ In the event your home is uninhabitable because of a covered event, we'll contribute up to €100 inc VAT towards the cost of your (including your pets) accommodation, including transport. You'll have to pay for this up front and we'll reimburse you;
- ▶ Recommend you arrange for a permanent repair by a qualified tradesperson as soon as possible. The service we offer is for emergency repairs to contain the Emergency only; this may only provide a temporary solution to the problem.

## Claims under this policy can only be made by

You, your immediate family, lodger or anyone calling on your behalf.

If the emergency repair costs more than €250 (€500 for roofing) including VAT.

We will require you to make up any difference in cost, or, subject to our prior agreement, and on receipt of your engineer's fully itemised and paid invoice, we'd pay you up to €250/€500 inc. VAT as a contribution to a repair that you'll arrange yourself. We'll also take into account any costs already reasonably incurred by our authorised contractor for the initial visit.

This will be in full and final settlement of your claim.

When we make a repair, we'll leave your home safe and habitable, but we won't be responsible for returning it to its original condition (this may be covered under your Buildings insurance).

In some circumstances, we may find it difficult to send an authorised contractor to your home or deal with your emergency within a reasonable timescale.

For example:

- ▶ Excessive demand
- ▶ Bad weather
- ▶ Industrial action
- ▶ Parts availability
- ▶ Availability of a specialist.

In that case, you may, with our prior agreement, arrange for your own contractor to resolve your emergency and we'll refund the cost of your contractor up to €250.

Please provide a fully itemised invoice or receipt from your own contractor.

## Other insurance

If you make a claim for any liability, loss or damage that's also covered by another insurance policy, we'll only pay our share of the claim.

## Getting our claims costs back

If we think someone else is at fault for a claim we pay, we may follow up with them to get back the payments that we make.

Anyone making a claim under this policy must give us any help and information that we need.

## Parts availability

Parts availability is an important factor in providing emergency repairs.

If our engineer isn't carrying a required part on the day of your appointment, we'll do all we reasonably can to find and install a part from our approved suppliers. We may use new parts, or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like-for-like basis, but will provide an alternative suitable for containing the emergency. However, there may be times when replacement parts are delayed because of circumstances beyond our control.

In these cases, we won't be able to avoid delays in repair; we'll keep you informed throughout your claim.

There may also be occasions where parts are no longer available. In these situations, we'll make sure your home is safe and, if required, we'll arrange for you to get a quotation for a suitable replacement item at your cost.

## Meaning of words (Definitions)

Wherever the following words and phrases appear in bold in this document they'll always have the following meanings:

### **Authorised Contractor**

A tradesperson authorised by us to assess your claim, and carry out repairs in your home under this policy and under our authority.

### **Covered/Insured Events**

Emergency to essential services in your home listed in the Section below headed "What's covered".

### **Emergency**

A sudden and unforeseen incident in your home that immediately: exposes you or a third party to a risk to health or; creates a risk of loss or damage to your home and/or any of your belongings or makes your home uninhabitable.

### **Emergency Repairs**

Work carried out by an authorised contractor to resolve the emergency with a temporary repair.

### **Insured/You/Your**

You, the policyholder, and /or anyone in your household.

**Local Territory**

Republic Of Ireland.

**Period of Insurance**

One year from the start or renewal date shown on your policy certificate. If a mid-term adjustment has been made, the date on your new policy certificate.

**Home**

The house or flat shown on your policy certificate, its built-in garages used for domestic purposes only, in Ireland. It does not include detached garages, sheds, greenhouses, Outbuildings and other Buildings.

**Temporary Repair**

Repairs and/or work required immediately to avoid further damage. You may need to replace this with a permanent repair.

**We/Us/Our**

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider, AXA Assistance (Ireland) Limited, Kilmartin N6 Retail Park, Athlone, Co Westmeath. AXA Assistance (Ireland) Limited will arrange for you to receive the Home Emergency services described in this Policy using authorised contractors.

**Reimbursement Basis**

If we've agreed in advance, and you supply us with a fully itemised invoice from the engineer/installer/supplier/authorised contractor's, we'll pay you up to €250 inc. VAT as a contribution to a repair you arranged yourself. This will be in full and final settlement of your claim.

**Trace and Access**

Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home.

**What's covered**

We'll only pay for the emergency repair. An emergency relating to:

- (a) The internal hot and cold water pipes between the main internal stopcock and the internal taps.
- (b) The cold water storage tank.
- (c) Flushing mechanism of a toilet.
- (d) A leak from:
  - ▶ Your toilet.
  - ▶ Visible pipes leading to and from the shower or bath.

**What's not covered**

We won't pay for any damage caused by the emergency.

There are conditions as exclusions listed below, which limit the type of value of emergency repairs you can claim for.

Please read them carefully to ensure this cover to ensure this cover meets your needs. We wouldn't like you to discover after an emergency has occurred, that it's not covered under your policy.

The following incidents are not covered:

- (a) Septic tanks, swimming pools and hot tubs.
- (b) Repair to, or replacement of, all pipe work outside the home.
- (c) Dealing with temporarily frozen pipes.
- (d) Damage resulting from gaining necessary access to the emergency, or in reinstating the fabric of your home. This is otherwise known as Trace and Access.

We don't cover the following:

- (a) Loss or damage from emergencies you were aware of before the start date of this policy.



## What's covered

See previous page.



## What's not covered

- (b) Loss where you didn't contact us first to arrange repairs.
- (c) No more than 4 call outs in any one period of insurance.
- (d) Disconnection or mains failure by a utility company or any equipment or services that are their responsibility.
- (e) Any emergency in a home that's been unoccupied for more than 30 days in a row.
- (f) Any defect, damage or failure caused by:
  - i. modification or attempted repair to your property by you or your own contractor that results in damage to any part of your property.
  - ii. failure to comply with recognised industry standards.
  - iii. malicious or wilful action, misuse or negligence on you or your contractor's part.
- (g) Loss or damage as a result of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- (h) Loss or damage as a result of structural problems caused by any form of subsidence, bedding down of new structures, demolition, alterations to your home or the use of defective products.
- (i) Any repair costs that are covered by a manufacturer, supplier, installer or repairer guarantee or warranty.
- (j) This insurance does not cover normal day-to-day maintenance. It doesn't pay for replacing things that wear out over time or replacing parts on a like-for-like-basis.
- (k) If you've had remedial work that you can't prove was done by a recognised and competent contractor or by a recognised third party authority, like your local water authority, utility company or boiler manufacturer.
- (l) We'll only pay out for repairs where you've called us on the 24 hour helpline and we've approved a contractor in advance.
- (m) Cost of Trace and Access to locate the source of the emergency.

**What's covered**

See previous page.

**What's not covered**

- (n) Any boiler inspections or any other emergency repairs where asbestos may be disturbed.
- (o) The removal of asbestos.
- (p) Damage resulting from gaining access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.
- (q) We will leave your home safe and habitable but we are not responsible for getting it back to its original condition.
- (r) Where Health and Safety regulations or risk assessment mean our authorised contractors can't carry out work in your home.
- (s) We reserve the right to decline to renew your policy.
- (t) We won't provide cover, pay any claim or give any benefit if it would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Investor Compensation Scheme (ICS)

AXA Assistance Ireland is a member of the Investor Compensation Scheme, the scheme is administered by The Investor Compensation Company Ltd (ICCL). The Act says that compensation will be paid to eligible customers if we are not able to make payment relation to our services.

- ▶ This applies to AXA assistance only

For more information see [investorcompensation.ie](http://investorcompensation.ie) in the unlikely event you need to make a claim.

## Data Protection

We'll hold on to Your details, and those of your insurance cover and claims and they will only be available to our authorised contractor for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 2018.

Under the Data Protection Act 2018, you can get a copy of the information we hold about you on request.

By buying our products and services, you agree that We may:

- (a) disclose and use information about you and your insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service your insurance cover, collect payments, for fraud prevention and otherwise as required by law.
- (b) monitor and/or record your telephone calls in relation to cover to ensure consistent levels of customer service and account management;
- (c) do all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries where data protection laws are not as comprehensive as in the European Union. However, We've taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

## Alternative Format

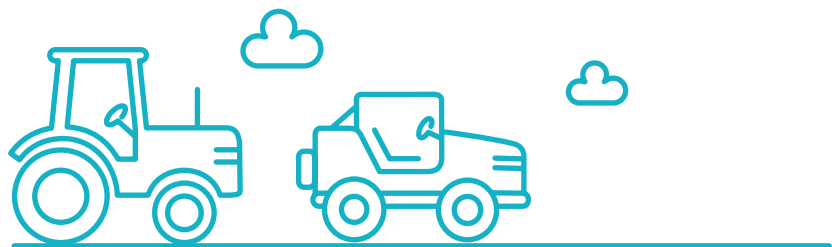
- ▶ This applies to AXA assistance only

Please contact us in writing or by phone on 0906 486300 if you'd like to get these term and conditions in an alternative format, for example on audio tape or in large print.

**SECTION 2**

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# Agricultural Vehicles



# Definitions

## 1 Cover Available

Your Schedule shows which cover applies.

If Your cover is:

‘**Comprehensive**’ this whole Section applies.

‘**Third Party Fire and Theft**’ Part I applies only to loss or damage caused directly by fire, self-ignition, lightning, explosion or by theft or attempted theft.

‘**Third Party**’ Part 1 does not apply.

Your Schedule also shows what endorsements (or additions), if any, apply to this Section. If more than one Vehicle is insured, the insurance works like a separate policy issued for each vehicle.

## 2 The Vehicle

Means any Vehicle mentioned in the Certificate of Motor Insurance with the number of this Policy as the Certificate Number that was issued to You and is still in effect.

## 3 Drivers

The persons or classes of persons mentioned in the Certificate of Motor Insurance.

## 4 Pay

The word ‘pay’ means that We may decide to make a payment in cash of the amount of loss or damage, or may repair, reinstate, or replace the Vehicle or damaged or lost parts and accessories.

## 5 Person Insured

The term Person Insured means any one or more of the following for whom a claim is being made and/or the legal, personal representatives of any of them:

- (a) The Insured – the individual or organisation who was issued the policy.
- (b) Anyone entitled to drive under the terms of the Certificate of Motor Insurance apart from someone in the Motor Trade.
- (c) The employer or partner of anyone whose business use is permitted under the terms of the Certificate of Motor Insurance.
- (d) Anyone using (but not driving) the Vehicle with the permission of the Insured for social, domestic and pleasure purposes, as long as it’s permitted by the terms of the Certificate of Motor Insurance.
- (e) At the request of the Insured, anyone (other than the driver) getting in or out of the Vehicle.
- (f) At the request of the Insured, the Owner of the Vehicle.
- (g) The attendant of the Vehicle.

# Part 1 Loss of or Damage to the Vehicle

Loss or damage to the Vehicle applies when it's explicitly mentioned on the Schedule and applies to any Vehicle that we've agreed it applies to.



## What's covered

### Damage to Your Vehicle

If You've chosen 'Comprehensive', We'll pay for loss or damage to the Vehicle covered by this Section, along with its accessories and spare parts while they are in, or on, the Vehicle. This includes permanently fitted radios, two way radios, meters, telephones, hi-fi or similar equipment not insured elsewhere.



## What's not covered

- ▶ Depreciation, wear and tear, mechanical or electrical breakdown, or computer breakdown, failures or breakages.
- ▶ Damage to tyres caused by applying the brakes, road punctures, cuts or bursts.
- ▶ Damage to tyres unless such damage happens at the same time as other loss or damage covered by this Section.
- ▶ Loss of use or any other resulting loss, including the costs of hiring another Vehicle.
- ▶ Loss or damage to the Vehicle by any driver who's been disqualified from driving, or failed to disclose penalty points or motoring convictions.
- ▶ Frost damage to the vehicle if it happens when the Vehicle is parked in the open overnight.
- ▶ Loss or damage to anything in, or on, the Vehicle other than its accessories or spare parts.
- ▶ Loss or damage to any permanently fitted radios, two way radios, meters, telephones, hi-fi or similar equipment not exceeding €1,270 or 10% of the market value of the vehicle, whichever is the less. Any payment will be limited to the market value of the equipment at time of loss.
- ▶ Repairs or replacements that improve Your Vehicle beyond its condition before the loss or damage, or a reduction in Your Vehicles value, because it has been repaired.
- ▶ Loss or damage to Your Vehicle with a load above the maximum carrying capacity in the Manufacturers Specifications.
- ▶ Loss, destruction or damage caused directly by supersonic pressure waves from aircraft and other flying objects.
- ▶ Loss or damage from using Your Vehicle in a rally competition or trial.
- ▶ Loss or damage to Your Vehicle as a result of the use of incorrect or substandard parts



**What's covered****Fire and Theft**

If You've chosen 'Fire and Theft', We'll pay for loss or damage caused by fire or theft or attempted theft, to the Vehicle covered by this Section and its accessories and spare parts while they're in or on the Vehicle, including permanently fitted radios, two way radios, meters, telephones, hi-fi or similar equipment not insured elsewhere.

*Note: Your Vehicle must be missing for at least 28 days after We've been notified before We consider it lost by theft.*

- ▶ If We know that Your Vehicle is the subject of a hire purchase or lease agreement, we may pay the owner named on it (whose receipt will be a full and final discharge of a claim).
- ▶ If We settle a claim as a total loss, We may choose to keep the vehicle for salvage.

**Repairs Collection and Delivery**

- ▶ We can arrange for the Vehicle to be moved to other repairers, paying for whatever work has already been done.
- ▶ We can accept, decline or ask for estimates.
- ▶ You may authorise repairs as long as they're economical and an estimate is sent to Us straightaway. You must keep damaged parts for inspection.
- ▶ If the Vehicle has been disabled through an incident covered by this Section, We'll pay the reasonable cost of protection and removal to the nearest repairers.
- ▶ After it's been repaired, We'll pay for the reasonable cost of getting the Vehicle to Your address in the Republic of Ireland or Northern Ireland.
- ▶ These costs will only be paid with a valid claim for loss or damage to the Vehicle.



**What's not covered**

Please see previous page

Loss or damage by theft or attempted theft if the keys are left unsecured, or left in or on an unattended Vehicle.

- ▶ We won't pay more than the market value of the Vehicle at the time of the loss or damage, and We won't pay more than the value You gave Us.
- ▶ We won't pay more than the manufacturers current list price (plus a reasonable cost of fitting) for any part or accessory.
- ▶ Cost of importing parts or accessories from outside the European Union.
- ▶ The extra cost of parts or accessories over the price of similar parts and accessories received from the manufactures European representatives.
  - VAT (value added tax) on any repair or replacement if You're registered for VAT.
  - Any taxes You may be exempt from or entitled to claim back such as Vehicle Registration Tax (VRT) or VAT.
- ▶ Cover for any Vehicle that's been modified, unless you've told us and we've agreed.

## Part 2 Liability to third parties

 What's covered	 What's not covered
<p><b>Person Insured</b></p> <p>We'll cover the Person Insured against legal liability (and the associated costs as described below) for damages in the event of:</p> <ul style="list-style-type: none"> <li>▶ Death of, or bodily injury to, anybody.</li> <li>▶ Damage to property up to €1,300,000 in any single claim (or number of claims from one cause) related to an accident caused by, or in connection with:             <ul style="list-style-type: none"> <li>a. the Vehicle.</li> <li>b. the loading or unloading of the Vehicle.</li> <li>c. the bringing of a load to the Vehicle for loading, or the removal of a load after unloading by:                 <ul style="list-style-type: none"> <li>i. the driver or attendant of the Vehicle.</li> <li>ii. any other person, but only in relation to an accident caused or happening in a Public Place.</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Damage to property belonging to, or held in trust by, or in the custody or control of, the Person Insured.</li> <li>▶ Damage to any Vehicle or property being carried by the Vehicle or used by a Person Insured.</li> <li>▶ Any Person Insured who does not comply with the terms, exceptions and conditions of the policy.</li> </ul>
<p><b>Associated Costs</b></p> <p>We'll also pay the following, subject to Our written agreement</p> <ul style="list-style-type: none"> <li>(i) All other costs and expenses.</li> <li>(ii) Costs and expenses recoverable by any claimant.</li> <li>(iii) Solicitor's fees for representation at any Coroner's Inquest, Fatal Accident Inquiry, or defending in any Court of Summary Jurisdiction, proceedings relating to any event that could be the subject of payment under this Section.</li> <li>(iv) The costs of defence up to a maximum of €2,500 against a charge of manslaughter, or under Sub-Section (2)(a) of Section 53 of the Road Traffic Act 1961, for dangerous driving or reckless driving causing death or serious bodily injury, where such proceedings or charges relate to any event that may be covered under this Section.</li> </ul>	

**What's covered****Indemnity to Hirers**

We'll cover any hirer, but only in terms of negligence attaching to You, or any employee of Yours, in respect of the Vehicle on the effective Certificate of Motor Insurance, once:

- ▶ They're not covered for payment under another policy .
- ▶ The hire is permitted by the terms of the Certificate of Motor Insurance
- ▶ They observe, fulfil and are subject to the terms, exceptions and conditions of this Section.

**Indemnity to Principal**

We'll indemnify any Principal, but only in terms of negligence on Your part or that of any employee of Yours, or anyone whose driving is covered on the Certificate of Motor Insurance, once:

- ▶ They're not entitled to payment under any other policy.
- ▶ Their driving is permitted by the terms of the Certificate of Motor Insurance
- ▶ They're subject to the terms exceptions and conditions of this Section.

**Towing Disabled Vehicles**

The Section relates to the Vehicle being used to tow a single, disabled, mechanically propelled Vehicle, and Part 2 applies to your legal liability from the towed Vehicle.

**Third Party Unspecified Trailer Cover**

We'll indemnify You in terms of Part 2 – Liability to Third Parties while towing any trailer owned by You, or for which You're legally responsible.

- (a) while the trailer is attached to Your Vehicle.
- (b) while the trailer is detached from Your Vehicle, but only as is necessary to meet the requirements of any road traffic legislation provided that:
  - i. the trailer is at all times in your care, custody or control.
  - ii. the trailer is not attached to a Vehicle for which cover isn't provided by this insurance.

**What's not covered**

- ▶ Towing of any description other than the above.
- ▶ Towing Vehicles for reward.
- ▶ Damage or loss of the towed Vehicle, or any property in the towed Vehicle.

- ▶ The Person Insured for any Vehicle, trailer or implement if it's pulling more trailers or implements than is permitted by law.



**What's covered****Unlicensed Drivers**

Any requirements of the Certificate of Motor Insurance that the driver must hold or have held a licence to drive shall be inoperative. If a licence isn't required by law. These requirements are not necessary once the terms of the Certificate are followed, and the driver is old enough to hold a licence to drive the Vehicle.

**What's not covered**

- ▶ Any Person Insured who doesn't hold a licence to drive the vehicle, or has held, and is not disqualified from getting a licence.
- ▶ Anyone, other than You, who has insurance under another policy.
- ▶ Anyone in the Motor Trade driving the Vehicle for overhaul, upkeep or repair.
- ▶ Death, bodily injury or damage to property caused, or arising, beyond the limits of a carriageway or thoroughfare, when bringing a load to the Vehicle for loading or taking a load away from the Vehicle.
- ▶ Death, bodily injury, loss damage or any liability arising where the vehicle, or plant forming part of or attached to the vehicle, is designed to operate as a tool.
- ▶ The land or anything growing on the land where you and any Person Insured were working.

## General Extensions Applicable to this Section

 What's covered	 What's not covered
<p><b>Territorial Limits</b></p> <p>This Section applies to:</p> <ol style="list-style-type: none"> <li>1. bodily injury, loss or physical damage within properties in the Republic of Ireland, Northern Ireland, United Kingdom, Isle of Man and Channel Islands, or travelling by sea between them, including loading and unloading.</li> <li>2. the minimum cover required to comply with the laws regarding compulsory insurance of Vehicles in member countries of the European Economic Community. And also any country that the Commission of the European Economic Community is satisfied arrangements have been made with to meet the requirements of Article 7 (2) of the EEC Directive on insurance of civil liabilities from the use of Vehicles (No. 72/166/CEE).</li> <li>3. any Vehicle with an effective International Motor Insurance Card (Green Card):             <ol style="list-style-type: none"> <li>a. while in a country to which the Green Card applies.</li> <li>b. directly connected to the transport (including loading and unloading) of the Vehicle between any ports in countries that the Green Card applies, provided it's by a recognised sea passage no longer than 65 hours under normal conditions.</li> </ol> </li> </ol> <p>We'll also indemnify You against enforced payment of Customs Duty on the Vehicle after temporary importation into any country where the Green Card applies, once it's the direct result of loss of damage to the Vehicle as covered by this policy.</p>	
<p><b>Emergency Treatment</b></p> <p>We'll pay for emergency treatment of injuries caused by using the Vehicle where there's statutory liability for such treatment.</p>	
<p><b>Vehicle in the custody of a Motor Trader</b></p> <p>General Exception 1 doesn't apply when the Vehicle's being serviced or repaired by a member of the Motor Trade.</p>	

**What's covered****Fire Brigade Charges**

This Section includes cover for charges from a fire authority where there's a valid claim under your Policy. The maximum amount payable is €15,000 in any one period across Policy Section(s) 2, 3 and 4 if insured.

**Windscreen Cover Extension**

If You chose this extension, We'll pay for broken or damaged windscreens or windows and any scratched bodywork from the glass breaking. The maximum amount We'll pay depends on the cover option you choose.

**What's not covered**

- (a) the cost of repairs or replacements that improve Your Vehicle beyond the condition it was in before the loss or damage took place.
- (b) loss, destruction or damage caused directly by pressure waves from aircraft and other supersonic flying objects.
- (c) loss or damage from using Your Vehicle in a rally competition or trial.
- (d) cost of importing parts or accessories for Your Vehicle from outside the European Union.
- (e) the extra cost of parts or accessories above the price of similar parts and accessories from the manufacturer's European representatives.
- (f) loss or damage caused by wear and tear or negligence.
- (g) if you deliberately lose or damage something.
- (h) loss or damage to mirror glass.

## General Conditions applicable to this Section

### Application of Limits of Indemnity

If more than one person is insured on this policy, any limit on the amount We'll pay applies to the aggregate amount to be paid. You'll have priority over any other Person Insured.

### Avoidance of Certain Terms and Right of Recovery

Nothing in this Section (or any amendment) affects someone's right to get paid if we're obliged to by law in any country. You'll need to repay Us any extra amount above what's provided by law.

### Identification

This Section, and any additional endorsements on the Policy Schedule, the Certificate(s) of Motor Insurance and the General Conditions of the Policy should be read as one document. Specific word(s) or expression(s) whose meaning we have explained have the same meaning across all documentation.

### Looking After Your Vehicle

You must do all you can to prevent injury to other people, protect Your Vehicle, and keep it in roadworthy condition. By not doing that, you may affect your right to claim.

You must let us examine Your Vehicle at any reasonable time if We ask.

You should make sure:

- (a) Your Vehicle is locked and alarmed when Your Vehicle is left on its own.

- (b) All windows and sunroofs are fully closed when left on its own.
- (c) All personal belongings are out of sight when Your Vehicle is left on its own.
- (d) Your Vehicle tyres are within legal requirements.

### Other Insurance

If any loss or damage is covered by any other insurance, We won't pay more than Our rateable amount, unless otherwise mentioned in the policy.

### Change to Your Details

You must tell Us straightaway of:

- ▶ Any change of Vehicle.
- ▶ Any convictions or pending prosecutions.
- ▶ Any change in driver's health.
- ▶ Any change in address or occupation.
- ▶ Any change or modification of the Vehicle.
- ▶ Any additional Vehicle.
- ▶ Any change in use.
- ▶ Any change in main user.

## General Exceptions applicable to this Section



### What's not covered

#### Permitted Use

Any claim if you know the vehicle is being driven or used by someone without motor insurance, or in a manner that is not within the terms of your policy.

#### Contractual Liability

Liability assumed by You by agreement, and which you would not have attached in the absence of such agreement.



### What's not covered

#### Road Traffic Accident

If an accident happens:

- (i) as a result, You and any Person Insured is convicted of an offence involving alcohol or drugs.
- (j) You or any Person Insured is driving while unfit due to alcohol or drugs.
- (k) You or any Person Insured is driving after drinking alcohol, where three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.

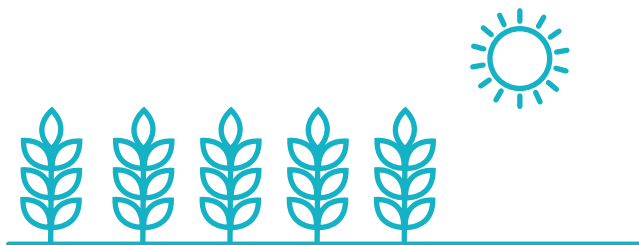
Then:

- i. The cover in Part 1 of this Section for loss or damage to the Insured Vehicle won't apply.
- ii. You or anyone must repay anything We have paid to cover claims relating to the accident.

**SECTION 3**

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# Farm Property





## 3A Farm outbuildings and their contents

### General Definitions

#### Farm Buildings

All Farm outbuildings at the Premises, other than the domestic dwelling(s), that are used in connection with the Business.

#### Construction of Farm Buildings



Unless otherwise said, all farm outbuildings insured are built of brick, stone or concrete and are roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-flammable mineral ingredients.



#### Farm Contents

The overall Sum Insured includes the following:

- ▶ **Agricultural Produce**  
Agricultural Produce and farming stock (excluding Livestock) at Your Farm, and used in connection with Your Business.
- ▶ **Farm Machinery and Implements**  
Farm machinery and implements belonging to You (or that you're responsible for) at Your Farm and used in Your Business (excluding powered driven vehicles greater than 5hp, and machines implements and accessories already covered in the policy).
- ▶ **Hay and Straw**  
Belonging to You or You are responsible for at Your Farm and is used for Your Business.

### Indemnity

 What's covered	 What's not covered
<p>If the insured Property is destroyed or damaged in any of the contingencies covered in this document, we'll either pay the value of the property at the time of its loss or damage, pay for the damage to be repaired, or reinstate or replace any part of the property at our discretion.</p> <p><b>Farm Outbuildings</b> The sum Insured is the value of all the Farm Outbuildings in the farm as shown on the schedule.</p> <p><b>Farm Contents</b> The sum Insured is the value of all the Farm Contents in the farm as shown in the schedule.</p>	<p>We won't pay more than the value of the property as shown in the schedule that came with this document.</p>
<p><b>Fire</b></p>	<p>Not brought about through any process involving application of heat.</p>
<p><b>Lightning</b></p>	

 What's covered	 What's not covered
<p><b>Explosion</b> (domestic boilers only)</p>	<p>Other than economisers or other vessels, machines or apparatuses, belonging to you or under your control, where internal pressure is due to steam only.</p>
<p><b>Aircraft</b> and other aerial devices, or articles dropped from them.</p>	
<p><b>Earthquake</b></p>	
<p><b>Impact by road vehicle, train or animal.</b></p>	<p>Excludes damage caused by vehicles or animals belonging to, or under the control of, the Insured, his family or staff.</p>
<p><b>Riot, civil commotion, strikers, locked-out workers</b> or people taking part in labour disturbances or malicious people.</p>	<p>(a) loss or damage that happened through confiscation, destruction or requisition by the Government or any Public Authority.            (b) loss or damage from cessation of work.            (c) destruction or damage caused by Malicious people not acting for a political organisation:                i. destruction or damage by stealing/theft.                ii. destruction or damage to any buildings that are unoccupied or disused.</p>
<p><b>Subterranean fire</b></p>	
<p><b>Storm</b> in regard to all outbuildings that are in good condition, with no visible roof sagging, holes or gaps, and are constructed within the last 40 years, and made of steel frame, concrete, block or stone, roofed with asbestos, galvanise, cladding or slate or, unless as specifically noted otherwise on the schedule accompanying this policy.</p>	<p>(a) destruction or damage by:                i. the escape of water from any natural or artificial water course or lake, reservoir, canal or dam.                ii. inundation from the sea.            (b) destruction or damage by frost, subsidence, ground heave or landslip.            (c) destruction or damage to boundary walls, fences, gates and moveable property in the open.            (d) destruction or damage to growing crops.            (e) destruction or damage caused solely to changes in the water table level.            (f) glasshouses, greenhouses or structures constructed or covered with plastic or polythene unless specified on the schedule.            (g) destruction or damage caused to agricultural contents due to storm.</p>

## 3B Theft of Diesel

### Indemnity



#### What's covered

We'll pay You up to €1,000 where the Farm Property Section is in place, once there was forcible and violent access to a locked tank.

We'll also extend cover to include damage to the holding tank as a result of theft up to a maximum amount of €500.

#### Conditions applicable to this Subsection

Cover is subject to you immediately reporting any theft to An Garda Síochána.

## 3C Theft of Tools

### Indemnity



#### What's covered

We'll pay You up to the Sum Insured as specified in the Schedule for theft of tools owned by You or that You are responsible for, following forcible or violent entry to, or exit from, any outbuilding covered under the Farm Property Section.

The amount payable won't exceed the Sum Insured option selected and stated on the schedule:

**Option A: €5,000**

**Option B: €10,000**

#### Conditions applicable to this Subsection

Cover is subject to the following minimum security requirements:



Tools/Implements are stored in a locked, secured Farm Outbuilding at the farm, consisting of:

- ▶ Disk Padlocked doors of solid timber or steel.
- ▶ The construction of the building is of block, brick, sheeted steel or solid concrete walls, with windows protected by solid steel bar grills, expanded metal, welded mesh, or lockable gates or roller shutters. All skylights under 5 metres in height should be protected by bar grills, expanded metal or weld mesh.
- ▶ An Garda Síochána must be told immediately of any theft.

It's also agreed that Average (see Clauses applicable to this Section) won't apply to this Subsection.

## 3D All Risks: Agricultural Equipment

### Indemnity

 What's covered	 What's not covered
<p>We'll pay You up to the Sum Insured, as shown in the Schedule, for fire, theft or accidental damage by external means to the Property owned by You, or that You are responsible for.</p>	<p><b>Exclusions applicable to this Subsection</b></p> <p>Other than 'General Exclusions', We won't cover You for:</p> <ul style="list-style-type: none"> <li>(a) loss or damage caused by wear and tear, any gradual cause or any process of cleaning, dyeing, repairing or restoring.</li> <li>(b) electrical, electronic or mechanical breakdown or derangement, unless caused by accidental damage to the exterior of the item.</li> <li>(c) loss due to depreciation.</li> <li>(d) loss by theft or any attempted theft when not in use, unless the property is contained in a secure and lockfast premises.</li> <li>(e) loss or damage from theft or attempted theft from any unattended Vehicle, unless all doors, windows and other points of access have been securely locked and fastened and the keys removed, and any other security devices, including those fitted to trailers, have been correctly set to work.</li> <li>(f) consequential loss of any kind.</li> <li>(g) property in transit for hire or reward.</li> <li>(h) delay, confiscation or detention by any Government or other officials or authorities.</li> <li>(i) loss or damage directly caused by vermin, insects, toxic mould, fungus or condensation.</li> <li>(j) loss, destruction or damage to livestock, deeds, bonds, bills of exchange, money, securities for money, bank notes, credit cards, stamps, precious stones, jewellery, explosives or goods of a dangerous nature or to any mechanically propelled vehicle.</li> </ul>
<p><b>Special Condition applicable to this Subsection</b></p> <p>Bulk Milk Tank. Exclusion (b) above will not apply to Bulk Milk Tanks and associated apparatus once You have a working contract with competent engineers to service and maintain plant and machinery associated with refrigerated, bulk milk, storage tanks, insured at intervals not exceeding 12 months.</p>	



## General Conditions, Exceptions, Extensions and Clauses applicable to this Section

### Limits of Liability

Our liability under this Section won't exceed:

1. Any one item of the Schedule: The Sum Insured in the Schedule.
2. All loss or damage during any one Period of Insurance: The Total Sum of any Subsection Insured described under Section 4 of the Schedule.

### Extensions and exceptions applicable to this Section:

 What's covered	 What's not covered
<p><b>Temporary removal – agricultural produce farm machinery and equipment</b></p> <p>They are insured under this Section while temporarily at another location or in transit by road rail or inland waterway in the Republic of Ireland, and Northern Ireland.</p> <p><b>Fire Brigade Charges</b></p> <p>This Section includes cover for charges levied by a fire in controlling or extinguishing fire affecting or threatening to effect the property insured by this Section (and Policy Sections 2 and 3 if insured) in circumstances that have given rise to a valid claim under your Policy. The maximum amount payable is €15,000 in any one period across Policy Section(s) 2, 3 and 4 if insured.</p> <p><b>Walls, gates, fences and hedges</b></p> <p>for the purpose of this extension only, the definition of farm outbuilding includes walls, gates, fences and hedges. the maximum limit provided by this extension is €1,300 per single loss.</p>	<ul style="list-style-type: none"> <li>(a) property specifically insured.</li> <li>(b) loss or damage to the electrical installation or appliances caused by self-ignition.</li> <li>(c) loss or damage by explosion (whether the explosion is caused by fire or otherwise) except as stated in this documentation.</li> <li>(d) loss or damage to Agricultural Produce within 20 metres of a chimney in use (unless specially stated otherwise) if the produce is in the open or in buildings not completely enclosed.</li> <li>(e) loss or damage by spontaneous fermentation if there isn't actual ignition.</li> <li>(f) flooding on any land owned or leased by You.</li> </ul>

### Clauses applicable to this Section:

#### Average (Underinsurance)

If the Sum Insured at the time of loss is less than the actual value of the property, the amount claimed will be reduced in proportion to the under-insurance.

#### Additional Interest

If you're hiring, leasing or have a similar agreement in relation to a building that's affected under this insurance, you must let us know in the event of any damage.

#### Adjoining Buildings

It's understood that, unless specifically insured, small outside buildings and extensions and their contents are insured, under the terms and conditions of this policy.

#### Architects' Surveyors' and Consultants' Fees

The insurance on buildings includes an amount for Architects' Surveyors' and Consulting Engineers' Fees incurred in the reinstatement of the property insured, but not for preparing any claim. The amount payable for such destruction or damage plus fees won't exceed the total of the Sum Insured by each item.

### Additional Buildings

This Section will, subject to the terms and conditions, extend to cover

- (a) any newly acquired and/or newly erected buildings, machinery and equipment.
- (b) alterations, additions and improvements to buildings, but not in respect of any appreciation in value anywhere in the Republic of Ireland.

This provided that

- (i) at any one location, this cover can't exceed 10 per cent of the total Sum Insured on the property or €130,000; whichever is less
- (ii) You agree to tell us about additional insurance as soon as possible, and to pay the additional premium from the date of inception
- (iii) this extension will be maintained regardless of any specific insurance effected under 2 above.

### Basis of Settlement (Agricultural Produce)

The value of any Agricultural Produce insured by this Policy will be the greater market value, or the value according to the Intervention System of the Common Agricultural Policy of the European Community, that You would have been entitled to, if it had been sold into Intervention when any loss destruction or damage occurred.

### Basis of Settlement

#### (Reinstatement – Farm Buildings & Fixed Milk Plant)

If the Farm Buildings or Permanently fixed Milk Plant and Machinery (described in the Schedule) being destroyed or damaged by an Insured Contingency, the basis on which the amount payable under the Section is to be calculated will be: reinstating the property destroyed or damaged subject to the following Special Provisions, and subject also to the Terms, Conditions, Exclusions, Endorsements and Limits of the Policy. For the purposes of the insurance under this clause "reinstatement" means the carrying out of the work namely

- (a) where property is destroyed, the rebuilding or replacement by a similar property in a condition equal to, but not better, or bigger than when new.
- (b) where the property is damaged, repair and restoration to a condition the same as, but not better, or more extensive, than when new.

#### *Special Provisions to the Reinstatement Clause*

1. Reinstatement must be completed within a reasonable time, otherwise no payment beyond the amount payable if this Section of this Clause was not incorporated, will be made.
2. If a property insured under this Clause is damaged or destroyed in part only, we will only be liable up to and including the cost of reinstatement of the entire property.

3. No payment beyond the amount payable under the Section if this Clause had not been incorporated will be made, until the cost of reinstatement has been made first.
4. Each item insured under this Clause is separately subject to the following Condition of Average namely:
  5. If the Sum Insured covers 85% or less of the cost of reinstatement should the whole property be destroyed by fire, destruction or any form of damage covered by this policy, you will be liable to cover the remaining costs of reinstatement of the property.
  6. No payment beyond the amount which would have been payable under the Section, if this Clause had not been incorporated, will be made if the property or part of the property is covered under another insurance policy that does not have an identical basis of reinstatement as this Clause.
  7. No payment beyond the amount which would have been payable under the Section, if this Clause had not been incorporated, will be made in respect of destruction or damage detailed in any of the above Special Provisions. And Our and Your rights and liabilities in respect of destruction or damage will be subject to Terms, Conditions, Exclusions, Endorsements and Limits of the Policy, including any Condition of Average as if this Clause was not incorporated.
  8. Your Property must be well maintained and Fixed Milk Plant and Machinery must be housed in suitable buildings.

### Contract Price

In relation to goods that were sold but not delivered because of fire or any other cause insured against, they will be valued at the Contract Price. For the purpose of Average, the value of all goods to which this Clause would in the event of loss or damage the applicable shall be ascertained on the same basis.

### Customers' Goods

Once they're not covered under another insurance policy, your cover will extend to cover your customers goods that you are responsible for.

### Electrical

We're not liable for electrical plant or fittings that are damaged or destroyed by fire caused by self-ignition, overrunning, excessive pressure, short-circuiting, self-heating or leakage of electricity. We are liable for damage or destruction caused to any other plant or fitting affected by fire spreading from the original fire.

### European Union and Public Authorities

The insurance on Farm Outbuildings includes the cost of reinstating the Property Insured to comply with any

1. European Union Legislation
2. Act of the Oireachtas
3. Bye-Laws of any public authority.



### We won't indemnify You for

- (a) costs incurred:
  - i. for loss or damage not insured by this Section.
  - ii. where you were served notice before the loss or damage happened.
  - iii. where an existing requirement must be finished within a set period.
  - iv. for property or parts of the property, other than foundations (unless foundations are specifically excluded), that have not suffered loss or damage.
- (b) any charge or assessment from capital appreciation following compliance with any legislation or Bye-Law.

### The reinstatement of the Property Insured

1. must begin and be carried out as quickly as possible.
2. may be carried out on another site and in a manner suitable to Your needs but this mustn't increase Our liability.

The maximum We'll pay won't exceed the Sum Insured specified in The Schedule.

### Mortgagees

The Mortgagee in this insurance will not be prejudiced through any act or neglect of the Mortgagor or Occupier of buildings insured if it occurs without the Mortgagee being aware. The Mortgagee must, however, let us know in writing as soon as they become aware of an issue.

### Purchaser's Clause

If You sell Your interest in an insured building and between exchanges of contracts and completion of sale the buildings are damaged by any insured event, the purchaser shall be entitled to the benefit from this insurance provided the buildings aren't insured by or on his/her behalf.

### Reinstatement of the Amount of any Loss

In consideration of the Insurance by any item hereof not being reduced by the amount of any loss You undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

### Removal of Debris

This Section extends to include costs and expenses incurred by You with our consent for:

1. Removing debris
2. Dismantling and/or demolishing
3. Shoring-up or propping of the Sections of the property destroyed or damaged by any of the Contingencies but not the cost or expense:
  - a. incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site.
  - b. arising from pollution or contamination of property not insured by the Section.
  - c. Our liability under this clause and the Section shan't exceed the Sums Insured under the Section.

### Subrogation Waiver

We'll waive any rights against:

- (a) Your Parent and/or Subsidiary Company once you don't receive indemnity or damages from such Company
- (b) anyone is authorised to use the Property once the act is subject to the terms, conditions and exceptions of the Policy.

### Tenancy

We must be notified immediately if any building or portion of building insured is let and used for non-agricultural purposes. We also need to be told of all tenancy changes. Your interest in the insurance won't be prejudiced by any act or neglect of the tenant(s) of any building insured if loss or damage is increased without Your knowledge once you inform us when you become aware of it. You must inform us in writing and agree to pay any additional premium.

### Tenant's Improvements

The insurance by each item on Buildings as described in the Schedule is understood to include tenant's improvements, alterations and decorations that You are responsible for.

### Workmen

Workmen are allowed on Your farm to make minor structural and other alterations from time to time without prejudice to this insurance.

**SECTION 4**

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# Livestock





# Definitions

## Property Insured

The livestock insured in the Policy Schedule all owned by You, and normally kept on the farm.

## Livestock

Livestock are deemed to include cattle, sheep, goats and horses.

## Fatal Injury (Pedigree/Accidental Fatal Injury)

A violent, external, accidental and visible act that causes death during the Period of Insurance. It is also understood that Fatal Injury includes death by poisoning.

## Infertility (Pedigree)

Infertility is proven by production of satisfactory evidence and certification to be permanently impotent or infertile or to be permanently incapable of natural service because of accident illness or disease sustained during the period of insurance.

## Slaughter

Slaughter within 14 days of Injury with Our consent or where a registered Veterinary Surgeon certifies that suffering is incurable and so excessive that immediate slaughter is essential for humane reasons.

## Market Value (other than Pedigree Livestock)

The cost of replacing any animal with one of comparable worth and condition as of the time of Injury, not exceeding €6,500 per animal unless otherwise stated.

## Limit of Indemnity (other than Pedigree Livestock)

We won't be liable for more than €6,500 for injury to any one animal, unless otherwise agreed by us in writing. Our overall liability won't exceed the total value specified in the Schedule.

## Flood

Flood is defined as



- (a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir canal or dam
- (b) inundation from the sea



whether from Storm or Tempest or otherwise.

## 4A Fatal Injury

### Indemnity

We'll pay You for Fatal Injury to livestock belonging to You or in Your care, custody or control caused solely by violent, external, accidental and visible means caused by any of the following

 What's covered	 What's not covered
Fire	Not brought about through any process involving application of heat.
Lightning	
Explosion	Any boiler (other than domestic boiler), economiser or other vessel in which internal pressure is due to steam.

 What's covered	 What's not covered
<p><b>Collapse of Slatted Units</b></p> <p>Fatal Injury following fall into slurry tanks as a result of the immediate collapse of slats in the slatted units on the Premises.</p>	
<p><b>Flood</b></p> <p>Fatal Injury following flooding on land owned or leased by You.</p>	<p>The first €125 of each and every loss calculated after the condition of Average is applied.</p>
<p><b>Electrocution</b></p> <p>Fatal Injury from electrocution on the Premises.</p>	
<p><b>Livestock on foot/Straying</b></p> <p>Fatal injury to Livestock while Straying or being led on foot on any public thoroughfare, away from your premises.</p>	<p>This excludes Straying from unfenced land, moorland or common land.</p>
<p><b>Storm</b></p>	<p>(a) loss, destruction or damage by:</p> <ul style="list-style-type: none"> <li>i. the escape of water from any natural or artificial water course. lake, reservoir, canal or dam.</li> <li>ii. inundation from the sea.</li> <li>iii. frost whether by storm or otherwise.</li> </ul>
<p><b>Livestock in Transit</b></p> <p>Fatal injury to own Livestock while in Transit on any public thoroughfare in suitable vehicles. This includes loading and unloading within the Republic of Ireland or Northern Ireland.</p> <p><i>Conditions applicable to this Subsection</i></p> <p>Livestock in Transit. It's a condition of the insurance all vehicles or trailers used for the transit of Livestock Insured are suitably constructed for the purpose.</p> <p>The amount payable shall not exceed the Sum Insured, selected and stated on the Schedule.</p>	

## 4B Livestock Theft

### Indemnity

✓ What's covered	✗ What's not covered
<p>We'll pay You for loss (but not damage to, or injury) to livestock stolen and unrecovered as a result of theft.</p>	<ul style="list-style-type: none"> <li>▶ Loss where the Insured, any member of the Insured's family or household, or any employee is a principal or accessory.</li> <li>▶ Loss of livestock stolen from unfenced or common lands.</li> <li>▶ Loss occurring outside the Republic of Ireland.</li> <li>▶ Any loss not reported to An Garda Síochána within 48 hours.</li> <li>▶ Any loss where there's no evidence of theft of any loss.</li> <li>▶ Any loss while livestock are in transit from the time of loading on to a vehicle, to the time of unloading at the final destination including any periods while parked or stationary.</li> <li>▶ Loss of Poultry or Pigs.</li> <li>▶ Excess. The first €500 of each and every loss.</li> </ul>

The amount payable won't exceed the Sum Insured stated on the Schedule.

## 4C Sheep Worrying

### Indemnity

✓ What's covered	✗ What's not covered
<p>We will pay You for Fatal injury or necessary slaughter, occurring within seven days to sheep, resulting solely and directly from any dog attack or worrying by dog(s).</p> <p><i>Conditions applicable to this Subsection</i></p> <p>An Garda Síochána must be notified of any incidence of loss immediately.</p>	<ul style="list-style-type: none"> <li>▶ Cover doesn't apply to Fatal Injury caused by dog(s) You own or are owned by any member of Your family living in Your household or in Your custody.</li> <li>▶ Excess. The first €100 of each and every loss.</li> </ul>



The amount payable won't exceed the Sum Insured option selected and stated on the Schedule.

**Option A: €4,500**

**Option B: €7,500**

## 4D Pedigree Livestock

### Indemnity

 What's covered	 What's not covered
<p>We'll pay You for fatal injury or infertility to any animal specified in the schedule following an accident, illness or disease or its necessary slaughter (under certificate by a duly qualified veterinary surgeon) within 14 days of such accident – but only to the market value of the animal at the time of the accident</p> <p>The amount payable won't exceed the Sum Insured stated on the Schedule.</p>	<ul style="list-style-type: none"> <li>▶ Fatal injury to any animal who is 5 years or older at inception of the policy cover, and no renewal will be offered for any animal over 7 years.</li> <li>▶ Any animal in respect of congenital infertility.</li> <li>▶ Depreciation of any kind.</li> <li>▶ For injury to any horse that happens during, or while preparing for, racing hunting, show jumping, gymkhanas or other competitive event.</li> <li>▶ Fatal injury to Sheep caused by dog attack or dog worrying.</li> </ul>

The amount payable won't exceed the Sum Insured stated on the Schedule.

### General Conditions, Exceptions and Extensions applicable to this Section

#### Limits of Liability

The limit of Our liability under this Section will be:

1. Any one animal – The Livestock Market Value as defined.
2. Any one item of Livestock in the Schedule – the Sum Insured as noted in the Schedule.
3. All loss or injury during any one Period of Insurance – the Total Sum Insured as noted in the Schedule.
4. You must dispose of the animal or carcass and obtain the best price for it. We'll reduce any claim payment by this amount.

#### General Conditions applicable to this Section

##### Reasonable precautions

In the event of an accident that may give rise to a claim, You need to immediately arrange for

- (a) adequate attention and treatment.
- (b) a Veterinary Surgeon's report on the condition of the Livestock Insured.
- (c) advise Us immediately after any Injury is discovered.


##### Average (Underinsurance)

The total value of all livestock owned by You or in transit at any one time has been declared by You in the Schedule, and if at the time of any loss, that sum is less than the Market Value of the Livestock Insured, You'll be considered Your own Insurer for the difference, and will carry a share of the loss.



## Maintenance of Walls and Fencing

All walls, fences and slatted units enclosing areas where livestock are kept be maintained in adequate condition.

### General Exceptions applicable to this Section

 What's not covered
<ol style="list-style-type: none"> <li>1. This Section doesn't cover Fatal Injury to livestock from:               <ol style="list-style-type: none"> <li>a. slaughter without Our consent, except in cases of fracture of a bone or bones requiring immediate slaughter on humane grounds.</li> <li>b. destruction to comply with requirements of any Statute or any order, a Minister of the Government, a Government Department or Local Authority.</li> <li>c. pregnancy, parturition or castration.</li> <li>d. any surgical operation or administering medication.</li> <li>e. any accident sustained somewhere other than the Republic of Ireland or Northern Ireland.</li> <li>f. horses ridden for hunting, racing, show-jumping, trials or other competitive events.</li> <li>g. malnutrition or neglect.</li> <li>h. any animals transported for hire or reward.</li> </ol> </li> </ol>
<ol style="list-style-type: none"> <li>2. No payment will be made for the same animal under more than one of the contingencies insured in connection with the same loss.</li> </ol>
<ol style="list-style-type: none"> <li>3. Any consequential loss arising from the death of an animal.</li> </ol>

### Extensions applicable to this Section

 What's covered	 What's not covered
<p><b>Veterinary Surgeon's Fees</b></p> <p>We'll pay Veterinary Surgeon's Fees up to €130 per animal for Injuries caused by an Insured Contingency, where the Injury is likely to prove fatal, regardless of whether treatment leads to the recovery of the animal.</p>	<p>We won't pay for fees incurred after 30 days from the Injury.</p>
<p><b>Removal of Debris</b></p> <p>An amount up to €75 per animal or €1,000 in total in any one Period of Insurance for which You're liable to a slaughter house or bona fide disposal centre for the removal of any carcass incurred as a direct result of loss under 4(A) and 4(D) of this Section.</p>	

**SECTION 5**

# Liabilities



# Definitions

## Employee

- (a) anyone under a contract of service or apprenticeship with you.
- (b) anyone hired to or borrowed by you.
- (c) anyone in a work experience or training scheme.
- (d) any labour master or person supplied by him.
- (e) anyone engaged by labour only sub-contractors.
- (f) anyone self-employed working on a labour only basis under your control or supervision.
- (g) any voluntary helper while working for you on the Business.

## Territorial Limits

- (a) anywhere within the Republic of Ireland, other than Offshore.
- (b) anywhere else in the world, other than Offshore, for temporary visits in the course of the Business by anyone normally resident in the territories described in (a) above.
- (c) elsewhere in the world for anything sold or supplied by the Insured.

## Injury

Death, bodily injury, illness or disease.

## Offshore

From final departure from land to any offshore rig or any offshore platform, and until return from offshore rig or offshore platform.

## 5A Public and Products Liability

### Indemnity



#### What's covered

We'll cover You for sums You are legally liable to pay as damages, costs and expenses shown below for accidental:

- (a) injury to anyone.
- (b) loss of, or damage to, material property.
- (c) obstruction, trespass, nuisance, or interference with any right of way, air, light, water or other easement to your land that happens in the Territorial Limits during the Period of Insurance.
  - i. happening in the course of the Business.
  - ii. caused by any nature or condition of anything sold or supplied by You (or its container) in the course of the Business. The limit of indemnity under Public Liability is €6,500,000 unless otherwise agreed.

**Cost and expenses**

✓ What's covered	✗ What's not covered
<ol style="list-style-type: none"> <li>1. Other costs and expenses (with Our prior written permission) of any claim that could be the subject of indemnity under this Subsection.</li> <hr/> <li>2. Solicitors fees (with Our written permission) for               <ol style="list-style-type: none"> <li>a. defence in any Court of Summary Jurisdiction of any proceedings brought against You.</li> <li>b. representation at a Coroners Court or Fatal Accident Inquiry for any death that may be indemnified under this Subsection.</li> </ol> </li> <hr/> <li>3. Legal costs and expenses incurred by You, and at the request of You, any director or Employee, with Our written consent, and costs awarded against You in connection with a prosecution (including an appeal) as a result of an alleged offence occurring during the Period of Insurance under the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland once:               <ol style="list-style-type: none"> <li>i. the proceedings relate to the safety, health or welfare of someone other than Employees.</li> </ol> </li> </ol>	<p>We won't indemnify You in respect of</p> <ol style="list-style-type: none"> <li>i. fines or penalties.</li> <li>ii. costs and expenses incurred by any other Policy.</li> </ol>

**Limit of Indemnity**

Our liability for all damages payable to any claimant or number of claimants as a result of any one occurrence (or series of claimants from one source) won't exceed the Limit of Liability stated in the schedule. The Limit of Liability is the maximum amount payable in any one Period of Insurance for anything sold or supplied by You.

**Exclusions to Subsection 1A Public and Products Liability**

✗ What's not covered
<ol style="list-style-type: none"> <li>1. <b>Animal</b> We won't be liable for any claim for an animal (the property of Yours or any member of Your family or household) that has shown signs of viciousness or sheep worrying.</li> </ol>
<ol style="list-style-type: none"> <li>2. <b>Asbestos</b> We won't be liable for any claim arising, or directly or indirectly resulting from, the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos or materials containing asbestos, whether or not there is another cause that may have contributed to the claim.  In relation to loss or damage to property, only the part of any claim that arises out of the manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos is excluded.</li> </ol>



**What's not covered****3. Contractual Liabilities**

We won't be liable for any claim agreed by You that would not have been yours had you not agreed to it, unless the conduct and control of claims is vested in Us but indemnity shall not apply to:

- (a) liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages.
  - i. any contract for or including work outside the Territorial Limits.
  - ii. any tenancy agreement.
- (b) legal liability that is yours through an express warranty, indemnity or guarantee given by You for any Products Supplied, and that wouldn't be yours in the absence of such warranty or guarantee.

**4. Contractors**

We won't be liable for any claim for loss or damage caused by any sub-contractor to You or by their employees.

**5. Craft**

We won't be liable for any claim on the ownership, possession, hire or use by or on Your behalf of any craft (air or waterborne), or the loading or unloading of such craft.

**6. Damage to Property**

We won't be liable for any claim of loss or damage to:

- i. property belonging to You.
- ii. property that is leased, let, rented, hired or lent to, or that is the subject of a bailment to You.
- iii. that part of any property that You or any Employee are or have been working on.

This exclusion doesn't apply to employee's or visitor's personal effects in Your custody and control (including vehicles and contents) other than loss or damage coming from under an agreement unless such liability would have attached to You in the absence of such agreement.

**7. Damage to Goods Supplied**

We won't be liable for any claim for:

- (a) any costs incurred in recalling, repairing, replacing, or modifying any product sold or supplied.
- (b) the cost, value or reduction in value of any products sold or supplied, or replacement repair, removal, rectification or reinstatement of any product sold or supplied, where legal liability comes from a defect, harmful nature or unsuitability.

**8. Defective Premises**

We won't be liable for any claim for fixing defects or alleged defects in land or premises sold or disposed of by You or for any reduction in value.

**9. Deliberate Acts**

We won't cover any claim of liability from a deliberate act or omission by You that could reasonably have been expected of You knowing the nature and circumstances of the act or omission.

**10. Employee**

We won't be liable for any claim of Injury to any Employee.

**11. Family/Household**

We won't be liable for any claim of Injury, illness, or disease of anyone who is a member of Your Family or Household.

**What's not covered****12. Goods Supplied to North America or Canada**

We won't be liable for Injury, loss or damage to property caused by or in connection with anything sold or supplied by You that, to Your knowledge, are directly or indirectly exported to the United States of America or Canada.

**13. Overseas establishment exclusion**

We will not cover claims caused by or arising from any associated or subsidiary company of yours, or any of your branch offices, or any representative of yours with power of attorney, registered, having premises or resident outside the policy territories.

**14. Pollution and Contamination**

(a) We won't be liable for any claim of Pollution or Contamination, other than caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the Insurance Period.

All Pollution and Contamination from one incident shall be deemed to have happened at the time the incident takes place.

(b) Our liability for all compensation payable in relation to all Pollution or Contamination (that is deemed to have occurred during any one Period of Insurance) won't exceed the Limit of Indemnity stated in the Schedule.

(c) For the purpose of this Clause, "Pollution or Contamination" shall mean:

- i. all pollution or contamination of buildings or other structures, or of water or land or the atmosphere.
- ii. all loss or damage, or injury directly or indirectly caused by pollution or space contamination.

(d) Section 5b may provide excess Pollution and Contamination coverages subject to the terms conditions and exceptions of the section

**15. Professional Advice**

We won't be liable for any claim for professional services, lack in care, or skill in the giving of professional or other advice or treatment by You (or anyone in your service) in connection with the Business.

**16. Property Used Elsewhere**

We won't be liable for Injury, loss or damage from the use of land or buildings owned or rented by You and not forming part of the Premises described in the Schedule.

**17. Property Construction (Also applicable to Subsection 5B)**

We won't be liable for Injury, loss or, damage in connection with any construction, renovation, alteration or demolition work on Buildings unless We are notified of this work beforehand and you give us full details of this work including wages.

**18. Quarries (Also applicable to Subsection 5B)**

We are not liable for Injury, loss or damage in connection with any commercial use of a quarry or sandpit. Liability to disused quarries is specifically excluded unless the quarry is fully fenced to prevent public access.

**19. Tree Felling**

We are not liable for any claim for tree felling, other than the felling of trees for Your own use.

**What's not covered****20. Vehicles (Subsection 5A)**

We are not liable for any claim for:

- (a) any vehicle that insurance or security is required for by road traffic legislation if the vehicle is owned, leased, hired, borrowed, or used by You or by the person seeking indemnity.
- (b) any trailer or implement that insurance or security is required for by road traffic legislation if such trailer or implement is owned, leased, hired, borrowed, or used by You or by the person seeking indemnity.
- (c) the loading or unloading of such vehicle trailer or implement.
- (d) the bringing of a load to a vehicle trailer or implement to load it.
- (e) the taking away of a load from a vehicle trailer or implement after unloading it.
- (f) where a motor insurance contract already covers the vehicle, or where compulsory insurance or security is required by road traffic legislation.

For vehicles that don't need compulsory insurance or security by law, we won't accept liability unless you have advised details to us beforehand and paid a premium on them.

**21. Weakening of Supports**

We won't be liable for any claim for loss or damage to any land, property, building or structure caused by vibration or the removal or weakening of support.

**Additional Clauses applicable to Subsection 5A Public and Products Liability****Cross Liabilities**

If more than one Insured is referred to in the Policy Schedule, this Section applies to each one as if a separate Policy had been issued to each – once the total indemnity payable to all parties doesn't exceed the Limit of Indemnity.

**Adjustment of Wages and Acreage**

The premium for this Section has been calculated on all estimates of wages and acreage supplied by You. You should keep an accurate record of every employee (including Your Family and Household if they are specifically included on Your Schedule), together with wages, salaries and other earnings paid to these employees. You'll need (at any reasonable time) allow Us to inspect your records. At the end of each Period of Insurance, you should supply Us with a correct statement or if requested by Us, figures certified by Your auditors so that the premium for that period can be calculated and the difference paid by or to You.

**Discharge of Liability**

We may pay the Limit of Indemnity or any lesser amount so that any claim or claims against You can be settled. We shall not be under any further liability in respect of such claim or claims except for costs or expenses incurred before any payment.

**Tenants Liability**

The exclusion referred to in 6 Damage to Property (ii) above this Sub Section won't apply as long as

- (i) loss or damage arising under agreement, unless liability would have attached to You in the absence of such agreement.
- (ii) the first €300 of any claim caused, other than by fire or explosion.
- (iii) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You.

## 5B Environmental Liabilities

For this section (5B) only Our, Us, We will mean XL Insurance Company SE

### Your insurer for this section (5B) is XL Insurance Company SE

Section 5B of the Policy is written on a “claims made and reported” basis. It requires that a Claim is made against You during the Period of Insurance and reported to Us during the same Period of Insurance or within thirty (30) days of the expiry date of the Policy. Section 5B may also have other provisions that are different from other policies You have purchased.

### Cover

We'll pay the following on Your behalf:
<p>(a) Loss You are liable to pay resulting from any Pollution Condition or Natural Resource Damage</p> <ol style="list-style-type: none"> <li>1. in, on, at, under, or emanating from a Premises arising in connection with Agriculture carried out by You at a Premises,</li> <li>2. arising out of any Agricultural Contracting, or</li> <li>3. arising during Transportation, and</li> </ol>
<p>(b) Cleanup Costs You are liable to pay resulting from any Pollution Condition or Natural Resource Damage</p> <ol style="list-style-type: none"> <li>1. (in, on, at, under, or emanating from a Premises arising in connection with Agriculture carried out by You at a Premises,</li> <li>2. arising out of any Agricultural Contracting, or</li> <li>3. arising during Transportation,</li> </ol> <p>provided that the incident that causes the Loss is not caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the Insurance Period.</p>
<p>(c) Legal Expense connected with any such Loss or Cleanup Costs provided that:</p> <ol style="list-style-type: none"> <li>1. the Pollution Condition or Natural Resource Damage commences on or after the Retroactive Date and results in a Claim;</li> <li>2. the Pollution Condition or Natural Resource Damage arises from Your fault or negligence or the fault or negligence of any Employee or any other person in Your service during the course of Agriculture, Agricultural Contracting or Transportation;</li> <li>3. the Claim is first made against You during the Period of Insurance; and</li> <li>4. You notify Us of the Claim in writing during the Period of Insurance or within thirty (30) days of the expiry date of the Policy.</li> </ol>

## Words with special meanings

In addition to the General Definitions, the following definitions have a special meaning under this Section 5B of the Policy. Each word is listed together with its meaning.

**(a) Above Ground Storage Tank(s)**

Any stationary container or vessel, including associated piping connected to it, and is less than ten per cent (10%) beneath the surface of the ground.

**(b) Agricultural Contracting**

The provision of services by You or on Your behalf for the production of crops and livestock, agricultural haulage or agricultural produce storage.

**(c) Agriculture**

1. dairy, pig, sheep and poultry farming;
2. the production of any consumable produce which is grown for sale or for consumption or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not);
3. the use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery; and
4. Agricultural Contracting.

**(d) Claim**

A demand, notice or assertion of a legal right alleging liability or responsibility on Your part and includes any legal proceedings against You arising out of any Pollution Condition or Natural Resource Damage.

**(e) Cleanup Costs**

Costs

1. to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any Pollution Condition provided that payment of such costs is required by law enacted to impose liability for a Pollution Condition, and
2. to carry out any preventive measures, emergency remedial actions and primary, complementary and compensatory remedial measures as specified in the Environmental Liability Directive,

provided that such costs have been incurred by:

- (i) You or on Your behalf; or
- (ii) a governmental authority acting under authority of a law enacted to impose

liability for a Pollution Condition or Natural Resource Damage,

and further provided that such costs are incurred with Our prior written approval[, which will not be unreasonably withheld or delayed].

Cleanup Costs also include costs necessarily incurred by You to repair, restore or replace real or personal property at a Premises which is damaged while incurring Cleanup Costs, to the condition it was in prior to being damaged during the course of incurring Cleanup Costs, provided such costs do not exceed the actual cash value of the real or personal property immediately before the damage and further provided that the costs are not incurred in respect of any improvements or betterments.

Cleanup Costs also include Emergency Costs.

**(f) Emergency Costs**

Reasonable and necessary expenses for emergency measures carried out by You with Our prior approval, which will not be unreasonably withheld or delayed, where any delay by You in carrying them out could result in a Pollution Condition or Natural Resource Damage or a significant increase in the costs of dealing with a Claim.

The maximum indemnity limit for Emergency Costs is EUR 25,000.

**(g) Employee**

Any individual under a contract of service or apprenticeship with You.

**(h) Environmental Liability Directive**

Legislation enacted to transpose Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage into the domestic law of the Republic of Ireland, including any amendments to such legislation, provided that the legislation has the force of law.

**(i) Excluded Activities**

Any of the following carried out by You or on Your behalf:

1. any activities falling outside the definition of Agriculture or Agricultural Contracting;
2. any activity including but not limited to intensive farming that requires a licence, permit or other approval or an exemption from a governmental authority under

- legislation that implements the Industrial Emissions Directive (2010/75/EU);
3. collection, storage, transportation, spreading or spraying of human waste;
  4. crop spraying undertaken by any person not holding the appropriate certification;
  5. non-recreational fish farming;
  6. for Agricultural Contracting only, the spraying of pesticides, herbicides, insecticides and fungicides;
  7. any waste collection, storage, transfer, treatment, and/or disposal that is not associated with Agriculture and/or is unlawful;
  8. Incineration or landfilling;
  9. Aerobic composting or anaerobic digestion and associated activities; and
  10. waste water treatment.
- (j) **Injury**  
Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.
- (k) **Legal Expense**  
Reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of a Claim, provided such fees, costs, charges and expenses are incurred with Our prior written approval, which will not be unreasonably withheld or delayed.  
  
Legal Expense does not include time and expense incurred by You, nor salaries of Employees in assisting in the investigation or resolution of a Claim, nor fees and expenses of lawyers or other experts retained by You.
- (l) **Loss**
1. accidental Injury to any person; and
  2. accidental Property Damage, occurring during the Period of Insurance in the Republic of Ireland and caused in connection with Agriculture or arising out of any Agricultural Contracting, or arising during Transportation.
- (m) **Natural Resource Damage**  
Physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the Environmental Liability Directive.
- (n) **Pollutants**  
Any solid, liquid, gaseous or thermal pollutant, irritant or contaminant or poisonous, noxious or polluting matter, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, hazardous materials, electromagnetic fields, and waste materials, including medical, infectious and pathological waste, and low level radioactive waste.
- (o) **Pollution Condition**  
The discharge, dispersal, release, seepage, migration, or escape of Pollutants into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater.
- (p) **Premises**  
Any premises within the Republic of Ireland owned, used or occupied by You, provided that the premises are used for Agriculture.
- (q) **Products Supplied**
1. products including containers, packaging or instructions sold or supplied; and
  2. work or services undertaken including goods or materials used by You or on Your behalf in the course of the Business.
- (r) **Property Damage**  
Physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties, or loss of use of such property that has not been physically injured or destroyed provided that such physical injury or destruction of tangible property or loss of use is caused by a Pollution Condition or Natural Resource Damage.  
  
Property Damage does not include Cleanup Costs.
- (s) **Retroactive Date**  
The date specified in the Schedule for Section 5B or, if no date is specified in that Schedule, the inception date of this section of the Policy.
- (t) **Slurry Lagoon**  
A containment area constructed in or on the ground with earthen banks for storing slurry, or actually containing slurry, whether lined or not lined.
- (u) **Transportation**  
The carriage of property owned by You on public or private roads, including the loading and unloading of such property, within the Republic of Ireland only by You or Your Employees who are engaged in the business of transporting such property and only when the carriage including loading and unloading of property is in connection with Agriculture.
- (v) **Underground Storage Tank(s)**  
Any stationary container or vessel, including the associated piping connected to it, which is at least ten per cent (10%) or more beneath the surface of the ground.

## Exclusions to this section

The following exclusions apply to this Section 5B in addition to the exclusions in the general exceptions of the policy.

We won't provide indemnity:

- (a) based upon or arising out of any Pollution Condition or Natural Resource Damage resulting from or related directly or indirectly to any Above Ground Storage Tank at a Premises which at the time of the accidental event that caused the Pollution Condition or Natural Resource Damage is:
  1. not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
  2. constructed prior to 1991; or
  3. for fuels or hazardous chemicals including but not limited to oil and slurry not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres;
- (b) based upon or arising out of:
  1. the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any Pollution Condition or Natural Resource Damage, or breach of any law, permit, notice, order or other written instruction from any governmental authority or representative; or
  2. any Pollution Condition or Natural Resource Damage based upon or arising out of a deliberate act or omission, wilful misconduct or gross negligence on Your part with regard to the maintenance, replacement, repair, restoration, monitoring or improvement of any equipment or facility;
- (c) based upon or arising out of Your assumption of liability in a written agreement or a breach of an agreement to which You are a party. This exclusion does not apply to liability that You would have in the absence of such agreement;
- (d) based upon or arising out of injury to any Employee;
- (e) based upon or arising out of any Excluded Activities;
- (f) based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages;
- (g) based upon or arising out of the unauthorised dumping or any other deposit of waste;
- (h) based upon or arising out of any Pollution Condition or Natural Resource Damage that results from the intentional disregard of, or the deliberate, wilful or dishonest non-compliance, by You with, any law, permit, notice, order or other written instruction from any governmental authority or representative or the Environmental Liability Directive;
- (i) based upon or arising out of the existence, removal or abatement of any of the following:
  1. lead based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead based paint; or
  2. asbestos in any form, including but not limited to products containing asbestos, asbestos fibres, asbestos dust, and asbestos containing materials in, on or applied to any fixture, building or other structure. This exclusion does not apply to Cleanup Costs with respect to soil, groundwater and surface water;
- (j) based upon or arising out of liquid fertiliser;
- (k) based upon or arising out of a material change in the use of any Premises from that set forth by You in the Proposal/Statement of Fact submitted to Us as of the Retroactive Date and/or prior to the inception date of this Policy;
- (l) based upon or arising out of any Pollution Condition or Natural Resource Damage in, on, at, under or emanating from any Premises where the Pollution Condition or Natural Resource Damage commenced subsequent to the time such Premises was sold, given away, or abandoned by You, or divested involuntarily;
- (m) with respect to Property Damage only, damage to any property that is owned, leased or permanently operated from or by You or is in the care, custody or control of You or Your Employee even if damage to such property is incurred to avoid or mitigate Loss or Cleanup Costs or to respond in any way to any Pollution Condition or Natural Resource Damage;
- (n) based upon or arising out of any Pollution Condition or Natural Resource Damage that commenced prior to the Retroactive Date;
- (o) based upon or arising out of any Products Supplied or any goods, materials or products, including their containers, manufactured, sold, handled, distributed, supplied, altered or repaired by You or on Your behalf. This includes reliance upon a representation or warranty made at any time with respect to goods, materials or products, but only if the Pollution Condition or Natural Resource Damage occurs away from a Premises or after physical possession of such goods, materials or products has been relinquished to others;
- (p) based upon or arising out of any sheep dipping which has used, or is using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates;
- (q) based upon or arising out of any Pollution



Condition or Natural Resource Damage resulting from or related directly or indirectly to any Slurry Lagoon at any Premises which at the time of the Claim is not designed, constructed, maintained and used in full compliance with all applicable legislation and/or regulation; and

- (r) based upon or arising out of the existence of any Underground Storage Tank at a Premises the existence of which was known to You at the Retroactive Date.

This exclusion does not apply to an Underground Storage Tank which is:

1. an in-ground treatment process tank open to the atmosphere;
  2. a flow through process tank, storm-water or waste water collection system, pit or septic tank;
  3. a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor; or
  4. a storage tank containing slurry which is constructed, maintained and used in full compliance with all applicable legislation and/or regulation.
- (s) Communicable Disease  
Any illness, sickness, disease, infection, condition, or disorder caused by any contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature.

## Conditions

- (a) If more than one Claim is made in respect of the same or a related Pollution Condition or Natural Resource Damage happening prior to the expiry date of this Policy each of the Claims shall:
1. be deemed to have been made at the point in time when the first of the Claims was made in writing,
  2. only be the subject of indemnity if they are first made against You within five (5) years of the first Claim and relate to a Pollution Condition or Natural Resource Damage,
  3. provided that any Periods of Insurance subsequent to the date of Claim being made as above shall exclude indemnity in respect of any Claims arising out of such Pollution Condition or Natural Resource Damage.
- (b) In the event any Claim is made against You for Loss or Cleanup Costs, You'll give to Us, whether orally or in writing, notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses as soon

as practicable. In the event of oral notice, You agree to furnish a written report to Us as soon as practicable.

- (c) You shall forward to Us every demand, notice, summons, order or other process including but not limited to written communications from a governmental authority received by You or Your representative as soon as practicable.
- (d) No costs, charges or expenses will be incurred, nor payments made, obligations assumed, or Cleanup Costs incurred without Our prior written consent which will not be unreasonably withheld or delayed. In respect of Emergency Costs only, We may give Our prior oral consent in lieu of Our prior written consent.
- (e) We shall have the right, in Our sole discretion, to assume the conduct of the defence and settlement of any Claim.
- (f) If other valid, collectible insurance with any other insurer is available to You covering Loss and/or Cleanup Costs, the cover afforded by this Section 5B shall be in excess of and shall not contribute with such other insurance. Nothing in this section shall be construed to make this Section 5B subject to the terms, conditions, and limitations of such other insurance.
- (g) An incident that would be covered under this section 5B – Environmental Liabilities that is caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the Insurance Period shall be covered under section 5A – Public and Products Liability. Such claims will be handled in accordance with General Condition 9 of the policy wording. The cover provided in this section 5B will be in excess of any coverage afforded under section 5A.

## Claims notification for section 5B

Immediately contact contact the Appointed Loss Adjuster for this section – Telephone +353 1400 5550

## Regulatory information:

In respect of Section 5(B) Environmental Liabilities Your insurer is:

- (a) XL Insurance Company SE  
XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.  
Registered Office 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland.  
Registered in Ireland Number 641686.



You can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate

**(b) XL Catlin Services SE**

XL Catlin Services SE acts as an agent of XL Insurance Company SE in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland. Registered in Ireland. Registered Office XL House, 8 St Stephens Green, Dublin 2, Ireland. Registered in Ireland Number 659610.

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.

If You wish to make a complaint in relation to Section 5B Environmental Liabilities You can do so at any time by referring the matter to:

**Complaints Department**

XL Catlin Services SE

XL House

8 St Stephen's Green

Dublin 2

D02 VK30

Email: [XLICSEComplaints@axaxl.com](mailto:XLICSEComplaints@axaxl.com)

Phone: (01) 607 5300

The complaint will be acknowledged, in writing, within five (5) business days of it being made.

If You remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, You can refer the complaint to the Financial Services and Pensions Ombudsman at:

**Financial Services and Pensions Ombudsman**

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Ireland

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Telephone Number: +353 1 567 7000

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

## 5C Employers Liability

### Indemnity



#### What's covered

We'll indemnify You against all sums that You become legally liable to pay as damages, together with costs and expenses shown below, for Injury sustained within the Territorial Limits, during the Period of Insurance by any Employee arising out of his/her employment by the Insured in the course of the Business. The limit of indemnity for employers liability is €13,000,000.

### Costs and Expenses



#### What's covered

1. costs and expenses of claimants for which You are legally liable.
2. other costs and expenses incurred (with Our written consent) in relation to any claim that may be the subject of indemnity under this Subsection.
3. solicitor's fees incurred (with Our prior written consent) for
  - a. defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in injury.
  - b. representation at a Coroner's Court or Fatal Accident Inquiry in respect of any death that may be the subject of indemnity under this Subsection.

### Limit of Indemnity

Our liability under this Subsection for damages costs and expenses payable in relation to any one claim against You or series of claims against You arising out of one event won't exceed the amount stated in the Schedule.

### Exclusions to Subsection 5C Employers Liability



#### What's not covered

##### **Asbestos**

We won't be liable for any claim arising, or directly or indirectly resulting from, the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos or materials containing asbestos, whether or not there is another cause that may have contributed to the claim.

In relation to loss or damage to property, only the part of any claim that arises out of the manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos is excluded.

**What's not covered****Agricultural Work**

We are not liable for any claim for work other than agricultural or forestry, or where stated in the Schedule Your occupation extends to include that of agricultural contractor, contracting other than of a solely agricultural nature. It is noted that work involving renovation, or building of agricultural buildings on the farm is included provided We are notified of this work beforehand and you give us full details including wages.

**Contractual Liability**

We're not liable for any claim where you accept liability, unless the conduct and control of claims stays with Us, but indemnity won't in any event apply to:

- i. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages.
- ii. any contract for or including the performance of work outside the Territorial Limits.
- iii. any tenancy agreement.

**Family/Household**

We're not liable for any claim for bodily Injury to, or illness, or disease of, anyone who is a member of Your Family or Household, unless the family member is over 14 years of age and their wages are recorded on the Policy Schedule.

**Vehicles**

We're not liable for any claim where compulsory motor insurance or security is required under Road Traffic Act legislation, or where there is a valid Road Traffic Act policy in force.

**Extensions applicable to both Subsections 5A & 5C****1. Additional Persons Insured****What's covered**

1. On the death of anyone indemnified under this Section, We will indemnify in the terms of this Policy, the deceased's legal personal representatives, but only in relation to liability incurred by the deceased.
2. At Your request, We will indemnify in the terms of this Section:
  - a. any principal in respect of liability arising out of the performance of your performance of any agreement entered into by You with the principal to the extent required by such agreement.
  - b. any director of Yours or Employee for liability arising from the Business once You would have been entitled to indemnity under the Section if the claim had been made against You.
  - c. any officer committee or member of Your canteen, sports, social or welfare organisations, fire security, first aid, medical, or ambulance services.
  - d. any director or senior official of Yours for private work undertaken by an Employee.

provided that

  - i. they shall act as though they were You and observe, fulfil and be subject to the terms of this Policy.
  - ii. We keep sole conduct and control of all claims.
  - iii. where We indemnify more than one person, the total amount of indemnity payable to everyone for damages won't, under Sub Section 1A, exceed the Limit of Liability.

## 2. Compensation for Court Attendance



### What's covered

In the event any of the under mentioned people attending court as a witness at Our request, We'll provide compensation to You at the following rates per day for each day attendance is needed

- (a) any director or partner of Yours €100.
- (b) any Employee €50.

## 3 Contingent Motor Liability



### What's covered

Notwithstanding Exclusion 19 Vehicles a) i) of this Sub Section, We will indemnify You against legal liability for Injury, loss, or damage arising out of the use any motor vehicle not owned or provided by You in the Business.



### What's not covered

- The indemnity won't apply to legal liability
- (a) loss or damage to such vehicle or to goods being carried.
  - (b) in respect of Injury, loss or damage arising while vehicle is being:
    - i. driven by You.
    - ii. driven with the general consent of You or of Your representative, by any person, to Your knowledge or of Your representative, does not hold a licence to drive a vehicle, unless they've held and are not disqualified from holding a licence.
    - iii. used elsewhere than the Republic of Ireland.
  - (c) in respect of which You're entitled to indemnity under any other insurance.

**SECTION 6**

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**Loss of  
Income &  
Crops**



## 6A Personal Accident

### Definitions applicable to this Section

#### **Bodily injury**

- ▶ Bodily injury or death, caused by something violent, accidental and that can be seen.
- ▶ Illness resulting from medical or surgical treatment of any injury, resulting in the death or disability as described below within one year of the date of the injury.

#### **Losing a limb**

- ▶ A hand or foot being cut off or torn off at or above the wrist or ankle.
- ▶ The total and permanent loss of use of a hand, arm or leg.

#### **Loss of sight**

The total and permanent loss of sight in at least one eye.

#### **Permanent total disability**

A disability that prevents you from working in any job and carrying out your normal duties. It must last for one year after the date of the disability and will most likely continue for your lifetime.

### Indemnity

We'll pay the benefits associated with the cover option selected in the Schedule as a result of bodily injury, solely and directly caused by accidental violent and visible and external means, to persons specified in the Schedule and happening during the period of insurance.

### Cover Option 1

	<b>Bodily injury being the sole cause of</b>	<b>Sum Insured</b>
	<b>1. Death</b>	€60,000
OR	<b>2. Total and irrecoverable loss of sight from one or both eyes</b>	€60,000
OR	<b>3. Total loss of one or more limbs</b>	€60,000
OR	<b>4. Permanent total disablement from attending to business or occupation</b>	€60,000
OR	<b>5. Temporary total disablement from attending to usual business or occupation</b>	€300 per week after the first week of disablement
	<b>6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation</b>	€150 per week after the first week of disablement
	<b>7. Vouched medical expenses</b>	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of €650

## Cover Option 2

	Bodily injury being the sole cause of	Sum Insured
	1. Death	€100,000
OR	2. Total and irrecoverable loss of sight from one or both eyes	€100,000
OR	3. Total loss of one or more limbs	€100,000
OR	4. Permanent total disablement from attending to business or occupation	€100,000
OR	5. Temporary total disablement from attending to usual business or occupation	€500 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	€250 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of €650

## Cover Option 3

	Bodily injury being the sole cause of	Sum Insured
	1. Death	€125,000
OR	2. Total and irrecoverable loss of sight from one or both eyes	€125,000
OR	3. Total loss of one or more limbs	€125,000
OR	4. Permanent total disablement from attending to business or occupation	€125,000
OR	5. Temporary total disablement from attending to usual business or occupation	€700 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	€350 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of €650

## Conditions applicable to this Section

### 1. Evidence of claims

You'll provide all certificates and information and evidence we need, at your expense, from a registered medical practitioner unless otherwise agreed.

The Person Insured must attend medical examinations, at our expense, as often as required.

We're entitled to have a post mortem examination conducted, at our expense, in the case of the death of the Person Insured.

### 2 Notification of Claim

You must advise us in writing, as soon as possible (within three calendar months) after any accident that may give rise to a claim under this Section.

### 3 Discharge of our Liability

Your receipt for any Benefit we pay is a full and valid discharge of our liability under this Section. In the event of your death, the death benefit will be payable to your legal personal representatives.

### 4 Non-Assignment

We won't be concerned with, or affected by, any notice of trust, charge or assignment relating to this Section.

## Exclusions applicable to this Subsection



### What's not covered

#### 1. This Section won't apply to Bodily Injury

##### (a) If the Person Insured:

- i. is affected (temporarily or otherwise) by alcohol or any drug unless the drug is taken with an authorised medical prescription (but not for the treatment of drug addiction).
- ii. is engaging in any form of aerial flight or attempted flight other than as a passenger in a fully licensed passenger carrying aircraft, not for the purpose of sporting activity in or on the aircraft.
- iii. Residing permanently outside the Republic of Ireland.
- iv. Engaging in or practising for –
  - ▶ Aquatic or subterranean pursuits or past-times (other than swimming), involving an element of personal danger or hazard.



### What's not covered

- ▶ Deep sea or aqualung diving, yachting or boating outside territorial waters.
- ▶ Motor competitions, Motor cycling (as driver or passenger).
- ▶ Trials of speed or reliability endurance tests.
- ▶ Polo, Show Jumping or Hunting.
- ▶ Football (of any kind) or Hurling.
- ▶ Racing of any kind other than on foot.
- ▶ Boxing or Martial Arts.
- ▶ Parachuting or Hang Gliding.
- ▶ Winter Sports.
- ▶ Mountaineering, Rock or Cliff Climbing necessitating the use of ropes or guides.
- ▶ Use of power-driven, woodworking machinery except portable tools applied by hand and used for private purposes without reward.

#### (b) Due to –

- i. Any gradually operating cause.
- ii. Suicide or attempted suicide.
- iii. Any pre-existing physical defect or infirmity, or where the Person Insured has passed their 70th birthday.

#### 2. No Benefit shall be payable for the first week of disablement under Benefits 5 and 6.

#### 3. We won't be liable for anyone Insured engaged in any duties other than those described in the Schedule to this Policy, unless written notice of such change was given to us, and we agreed by endorsement on the Policy.

## Notes on benefits payable above

- ▶ All occurring within 12 months from the happening of the bodily injury.
- ▶ For the Cover option selected and Benefit applicable and Person(s) Insured see policy Schedule.
- ▶ Temporary total disablement will be payable for a period not exceeding 104 weeks beginning one week after the date on which disablement commences.



- ▶ Temporary partial disablement will be payable for a period not exceeding 26 weeks beginning one week after the date on which disablement commences.
- ▶ Vouched medical expenses are only payable where valid claim under 5 or 6 above has also been admitted by Us.
- ▶ Benefit 5 and/or 6 shall only be payable when the total amount in respect of any one period of disablement has been ascertained unless otherwise agreed by Us.
- ▶ We will not pay more than one of the Benefits 1 to 6 arising from the same bodily injury. Benefits payable under 5 and 6 above will be deducted from benefits which subsequently become payable under 1 to 4 above from the same bodily injury.
- ▶ We will not pay more than one of the Benefits 1 to 4 in respect of any one Person Insured.
- ▶ You cannot claim for both partial and total disablement.
- ▶ We will not pay over 104 weeks benefit in total.

## 6B Hospitalisation Cover

### Indemnity

We'll pay the benefits associated with the cover option selected in the Schedule for hospitalisation of those specified in the Schedule that occurs during the period of insurance.

### Cover Option 1

Cover benefit up to a maximum of €350 per week (incl. VAT)

### Cover Option 2

Cover benefit up to a maximum of €700 per week (incl. VAT)

### Maximum Period of Cover

The benefit is payable from the fifth day in a hospital up to a maximum of twelve weeks.

### Exclusions applicable to this Subsection

#### What's not covered

This Section doesn't cover pre-existing physical defect or infirmity or where the Insured has passed their 65th birthday.

## 6C Basic Payment Protection

(This cover applies automatically where Section 3A – Farm Outbuildings & Contents is selected and insured under this policy)

### Indemnity

In the event of a Loss of Basic Payment Scheme Income happening during the period of insurance, We'll pay up to a maximum of €15,000 following damage to the property resulting from any of the Defined Contingencies as insured under Section 3A – Farm Outbuildings & Contents.

### Conditions applicable to this Subsection

Cover applies in the event of the loss of Basic Payment Scheme for a single year only. Loss of Basic Payment Scheme for future years is not covered.

### Exclusions applicable to this Subsection

#### What's not covered

Cover doesn't apply for any deliberate breach of Basic Payment Scheme terms.

# 6D Loss Of Income

## Definitions

### The Premises

Your farm at the Situation named in the Schedule.

### Damage

As described under Section 3 Farm Outbuildings & Contents.

### Income

The money paid or payable to you for the products of Your farming activities carried on at the Premises.

### Annual Income

The income earned during the twelve months immediately before the date of the Damage.

### Indemnity Period

The period when Your Business is affected starting from the date of the Damage up to the Maximum Indemnity Period.

### Maximum Indemnity Period

The number of months stated in the Schedule.

## Indemnity

In the event of interruption to, or interference with, Your Business at the Premises due to the happening of an Insured Contingency that We're liable for under Section 3 Farm Outbuildings & Contents (such loss or damage being termed damage in this Section), during the Period of Insurance, We will indemnify You for loss of Income and/or expenditure as described in this Section, if it's operative.

### Item 1-Loss of Income

The amount payable in Loss of Income will be:

- (a) the amount the Income falls short of the annual Income that would have been received during the Indemnity Period.

- (b) any additional expense You incur to prevent, avoid or limit the reduction in Income during the Indemnity Period due to the Damage
- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

### Item 2 – Additional Expenditure

This insurance is limited to increased cost of working and the amount payable is the additional expenditure required and reasonably incurred by You as a result of the damage, for the sole purpose of maintaining the business during the indemnity period at a level not exceeding that immediately before the damage.

### Notes

1. All terms in this Section exclude Value Added Tax as You're accountable to the tax authorities for Value Added Tax.
2. Any adjustment made for current cost accounting will be ignored.

### Memo

If during the Indemnity Period, farming activities take place elsewhere for the benefit of the business either by You or by others on Your behalf, money paid or payable in relation to these activities should be included when calculating the Income during the Indemnity Period.

## Conditions applicable to this Subsection

### Average (Underinsurance)

If the Sum Insured in respect of income is less than the annual income, Our liability under that item will be proportionately reduced.

### Material Damage Proviso

The Insurance under this Section is subject to the proviso that at the time when damage occurs, there will be insurance in force covering your interest in the property against such damage at the premises. And, that payment shall have been made or liability admitted under this policy, or that payment would have been made or liability would have been admitted, but for the existence of an exclusion of the first part of any loss, under such other insurance.

## Limit of Liability

Our liability under this Section won't exceed, in respect of each item, the Sum Insured as stated in the Schedule, nor in its entirety, the total Sum Insured in Section 6 of the Schedule.

### Professional Accountants:

If you've professional accountants who regularly keeps your books, any particulars or details contained in your books or documents that may be required by Us for investigating or verifying your claim can form the basis of evidence for your claim.

We'll pay reasonable charges payable by You to Your Professional Accountants for producing proofs, information and evidence. It's understood that the amount payable for these fees won't exceed the scale of various Institutions and/or bodies regulating such charges.

Provided that the sum of the amount payable under this Clause and the amount payable under the Section shall not exceed the limitations of liability under the Section.

## Extensions applicable to this Subsection

### Accounts Receivable Extension

In the event of any of accounts or other business books or records at Your Premises being destroyed or damaged by Fire as defined under Section 2 of this policy and as a result, you're unable to trace or establish the Accounts Receivable in whole or in part, We will pay in respect of any one occurrence

- (a) the difference between
- (i) the Accounts Receivable and
  - (ii) the total of amounts received and traced

or

- (b) €5,000

whatever is the lower amount.

# 6E Loss of Milk



### What's covered

We will pay the benefits of the cover option stated in the Schedule as a result of Loss of, or deterioration of, milk contained in the bulk tank as a result of

- ▶ the failure of any thermostatic controlling devices or the public supply of electricity or
- ▶ damage to the bulk milk tank where such failure is not because of a deliberate act or
- ▶ loss of own milk rejected by the Co-Op because of accidental contamination by antibiotic residue.
- ▶ Co-Op unable to access the property for milk collection due to snow, ice, storm or hurricane. This is limited to €10,000 or 2 claims (whichever is less) in any one period of insurance.

## 6F Growing Crops

### Indemnity

If the insured Property is destroyed or damaged by any of the following Contingencies, We'll pay the value of the property at the time of its loss (or damage, the amount of the damage or at Our option repair or replace the property or any part of it). Provided that Our liability doesn't exceed the total Sum Insured.

✓ What's covered	✗ What's not covered
Fire	Fire caused by its undergoing any heating process or any process involving the application of heat or its own spontaneous fermentation, heating or combustion.
Lightning	
Explosion	Any boiler (other than a domestic boiler) economiser or other vessel, machine or apparatus where internal pressure is due to steam only and belonging to you or under your control.
Aircraft and other aerial devices or articles dropped therefrom.	
Earthquake	
Impact with the Property insured by any road vehicle, train or animal.	
	Crops planted within 3 Kilometres of a town with a population in excess of 2,000, or within 8 Kilometres of a city.

### Limit of liability

The amount we pay will not be more than the Sum Insured in the Schedule.

## 6G Forestry

### Indemnity

If the Property insured is destroyed or damaged by any of the following, We'll pay the value of the property at the time of its loss or damage, or the amount of the damage, or at Our option, reinstate or replace the property or any part of it. Once that Our liability doesn't exceed the total Sum Insured in the Schedule.

✓ What's covered	✗ What's not covered
<b>Fire</b>	Fire caused by its undergoing any heating process or any process involving the application of heat or its own spontaneous fermentation, heating or combustion. Cover excludes fire caused by deliberate scrub burning by or on Your behalf.
<b>Lightning</b>	
<b>Explosion</b>	A boiler (other than a domestic boiler), economiser or other vessel, machine or apparatus where internal pressure is due to steam only and belonging to you, or under your control.
<b>Aircraft</b> and other aerial devices or articles dropped therefrom.	
<b>Earthquake</b>	
<b>Impact</b> with the Property insured by any road vehicle, train or animal.	
<b>Storm</b>	Storm cover is excluded for forestry crops aged 21 years or greater.
	Crops planted within 3 kilometres of a town with a population in excess of 2,000, or within 8 kilometres of a city.
	Re-Establishment Costs for Plantations over 20 Years of age.

### Conditions applicable to this Subsection

- ▶ Firebreaks must be maintained to the satisfaction of the grant assisting authority, should be at least 6 metres wide, and kept clear and accessible at all times.
- ▶ Average (Underinsurance). If the Sum Insured on the schedule doesn't cover the full area of growing trees owned by You, any claim will be proportionately reduced to the extent of underinsurance.
- ▶ All money recovered through salvage will be due to AXA.
- ▶ An Excess of €125 applies for each Contingency other than storm, where the excess is €3,500.

### Extensions applicable to this Subsection

Fire Brigade Charges as described and covered under Sections 2, 3 and 4 are automatically increased from €15,000 to €25,000.

#### Limit of liability

The amount payable won't exceed the Sum Insured as stated on the Schedule.

**SECTION 7**

**Legal  
Expenses**

# Legal Expenses

Your schedule will show if this section is covered.

## Important information

Legal Advice Line - The legal advisory service provided by the Company on an unrestricted basis to the Insured. If you have a legal or tax issue you can obtain free advice by telephoning 01 8658807. Whilst this Policy remains in force the service may be used as often as necessary.

You can obtain telephone based legal advice on Irish law by calling the AXA legal advice line on 01 8658807.

Advice can be sought on a wide range of areas of law including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any claim under the policy. If you wish to make a claim you must contact the administrator's claims department.

This is a 'claims made' Section of the Policy. It only covers claims notified to the Company during the Period of Insurance.

## Limits of Liability

The maximum liability of the Company under this Section is limited to

1. €150,000 Any One Claim
2. €1,500,000 All claims or legal proceedings made and or notified during the Period of Insurance

## Covers Applicable to this Section

### 1. Basic Payment Scheme Protection

Professional Costs and Expenses to represent your legal rights at an appeal to the Agricultural Appeals Office (AAO) over monies due under the Basic Payment Scheme under the European Communities (Direct Support Schemes) Offences and Control (Amendment) Regulations 2016.

### 2. Contract Disputes

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within

the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980

- (a) Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- (b) the amount in dispute exceeds €375 and is less than the upper limit of the district court
- (c) where the dispute relates to monies owed to the Insured and liability for the debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured. If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

### Exclusions applicable to 2 Contract Disputes

- (a) the first €375 of Legal Expenses incurred in Any One Claim
- (b) breach or alleged breach of the duty of a professional
- (c) bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1995
- (d) assignment agency franchise or bailment other than hire
- (e) employment disputes or any dispute in respect of a contract of service
- (f) landlord and tenant disputes
- (g) any dispute to be determined at Arbitration
- (h) construction contracts
- (i) insurance contracts
- (j) disputes arising out of motor vehicles

### 3. Employment Disputes

- (a) Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and
- (b) Awards of Compensation in respect of such legal proceedings

provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice



of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the legal advice line

- (a) prior to carrying out any disciplinary procedure or action
- (b) prior to the dismissal of an Employee
- (c) prior to implementing a redundancy programme and prior to making an Employee redundant
- (d) upon notification formally or informally of a grievance from an Employee
- (e) upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation
- (f) prior to any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- (g) on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

#### **Exclusion applicable to 3 Employment Disputes**

- (a) Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any business transfer falling within the scope of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 or the Acquired Rights Directive

#### **4. Criminal Prosecution Defence**

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under Section 67 of the Safety Health and Welfare at Work Act 2005 or the Food Safety Authority of Ireland Act 1998

##### **Exclusions applicable to 4 Criminal Prosecution Defence**

- (a) the ownership possession hire or use of a motor vehicle
- (b) any prosecution relating to or arising from investigations by the Revenue Commissioners or the Department of Social and Family Affairs
- (c) any prosecution alleging violence or dishonesty

#### **5. Professional Costs and Expenses for Arbitration**

We will pay Professional Costs and Expenses incurred in representing you:

- (a) In arbitration proceedings for disputes under a contract of tenancy or lease where, following the failure to reach agreement between you and the other party, an arbitrator is appointed to determine the rent.

Provided that:

- (a) this policy is operative prior to the original rent review notice
- (b) negotiations have taken place to resolve the dispute before arbitration takes place; and
- (c) all suggested settlements have been, in our opinion, properly assessed; Provided that:
  - (i) the Insured Event occurs during the Period of Insurance;
  - (ii) any proceedings are dealt with by arbitration or the Agricultural Land Tribunal, in accordance with provisions of the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act; and
  - (iii) in civil claims, prospects of success always remain 51% or greater that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

#### **6. Property Disputes**

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

- (a) dispute over the possession of freehold or leasehold Property
- (b) dispute in respect of actual or alleged negligence nuisance or damage to Property including fixtures and fittings provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

##### **Exclusions applicable to 6 Property Disputes**

- (a) mining or other subsidence or heave however caused
- (b) a contract other than agreement for use
- (c) any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory purchase orders or renewal of a contract for use

## 7. Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the Data Protection Act 2018. The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data due to an action arising out of the Data Protection Act 2018 Provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Act 2018 to which the Company has consented

## 8. Tax Protection

Professional expenses incurred by the insured in any Revenue Commissioners (“Revenue”) investigation or VAT dispute against the insured in respect of:

### Sub-Section 8A

Revenue Investigations

- (a) Representation of the insured in a Revenue detailed investigation (comprehensive audit) into an insured’s Self Assessment Return only insofar as the audit relates to the insured’s business affairs
- (b) Representation of the insured at Revenue Employer Compliance dispute into the business’s PAYE/PRSI returns
- (c) Appeals by the Insured at an Appeal Commissioners Hearing (“Hearing”) following a claim in respect of a) and b) above and at the appeal against a decision following such Hearing

Provided that

- (i) in the case of a full audit the Revenue have issued a Notice under Part 38 Chapter 4 Taxes Consolidation Act 1997 (as amended by subsequent Finance Acts and Statutory Instruments)
- (ii) in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Revenue and the dispute follows an audit visit by the Revenue
- (iii) the company has consented to representation at a Hearing and any subsequent appeal

### Subsection 8B – VAT Disputes

- (a) representation of the Insured in respect of the local review procedure in order to reach agreement with Revenue
- (b) representation of the Insured at an Appeal Commissioners hearing
- (c) representation of the Insured at an appeal against an Appeal Commissioners decision

Provided that

- (i) a written decision assessment or statement of alleged arrears has been made by Revenue into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- (ii) the dispute follows a control visit by Revenue and there is a reasonable prospect of reducing the liabilities alleged by Revenue
- (iii) the company has consented to the representation at a VAT Appeal Commissioners appeal and any subsequent appeal

### Exclusions applicable to 8 Tax Protection

- (a) technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the insured’s affair
- (b) the defence of a criminal prosecution
- (c) Taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- (d) any claim or proceedings which result solely from investigation of earlier accounts or records
- (e) any claim made where Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position and/or a restricted loss relief under Part 47 Chapter 6 TCA 1997 as amended
- (f) any claim made where the income tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part 47 Chapter 6 TCA 1997 as amended
- (g) The preparation and/or correction of Self Assessment Returns accounts income tax returns P11Ds P35s VAT returns or any other statutory returns
- (h) Any investigation undertaken by any of the Investigations and Prosecutions Divisions of the Revenue or any enquiry under Sections 27 to 31 of the VAT Act 1972 (as amended)
- (i) An enquiry into the validity of a claim for a spouses increase in the standard rate tax band
- (j) Any dispute in connection with the payment of the National Minimum wage
- (k) A dispute or enquiry in respect of the non operation of PAYE/PRSI where the Revenue take the view that the person engaged is an employee and not a self employed person

## 9. Statutory Licence

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory instrument or by government or local authority to the Insured

Provided that

- (a) such licence or certificate of registration is necessary to engage in the Business activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration
- (b) the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

### Exclusions applicable to 9 Statutory Licence

- (a) the first €375 of Legal Expenses incurred in Any One Claim
- (b) disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal
- (c) any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of the Oireachtas
- (d) any costs incurred in complying with a notice or order whether incidental or not
- (e) any claim or legal proceedings arising out of the use or ownership of a motor vehicle

## General Exclusions Applicable to Section 7

1. The defence of the Insured in civil legal proceedings arising from
  - (a) injury or disease
  - (b) loss destruction or damage of or to property
  - (c) Alleged breach of any Professional Duty
  - (d) any tortious liability (other than as specified in Cover 4 Property Disputes)
2. Any claim or legal proceedings made brought or commenced outside the Territorial Limits
3. Legal Expenses or Professional Expenses incurred without the Company's prior written consent
4. Fines or other penalties imposed by a court or tribunal

5. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
6. Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner
7. Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
8. Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
9. Any Legal Expenses incurred in connection with a judicial review
10. Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured
11. Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
12. Appeals arising out of legal proceedings to which the Company has not granted consent
13. Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance policy or legal aid certificate or representation order
14. Any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind
15. Any dispute between the Insured the Company or the Appointed Representative

## Special Conditions for Claims Settlement Applicable to Section 3

### 1. Claims Procedure

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured For queries in this regard please contact (01) 8658807

## 2. The Company's Consent

It is a condition for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

- (a) It is reasonable to incur Legal Expenses or Professional Expenses and
- (b) (i) the Insured has reasonable prospects of recovery of damages or other remedy or
- (ii) the Insured has reasonable prospects of a successful defence or
- (iii) where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties

If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

## 3. Conduct of Claim

### (a) Choice of Appointed Representative

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first €1,500 of Legal Expenses incurred in respect of Any One Claim In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of

this Policy and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

### (b) Disclosure to the Appointed Representative

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession

The Insured must provide obtain or execute all documents as necessary

and attend meetings or conferences as requested Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests

### (c) The Company's Access to Information

The Company is entitled to receive from the Appointed Representative any information document or advice in connection with any claim or legal proceedings even if privileged On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access

### (d) Recovery of Costs and Payment of Legal Expenses and Professional Expenses

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay If the Company so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court

The Insured is responsible for payment of all Legal Expenses Professional Expenses or Awards of Compensation The Company will reimburse the Insured or may settle these direct if requested by the Insured to do so

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included those costs are to be repaid to the Company whether actually recovered or not

The Insured and their Appointed Representative must make every effort to make a full recovery of costs Where a settlement purports to be a global or a without costs settlement the Insured agrees

that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company

**(e) Value Added Tax**

If the Insured is registered for VAT the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills

**(f) Instruction of Counsel and Experts**

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction which will not be unreasonably withheld

**(g) Offer of Settlement**

It is a condition that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer In any settlement the Insured must have regard to Legal Expenses

or Professional Expenses incurred or likely to be incurred and the recovery thereof Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent which will not be unreasonably withheld If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company

**4. Appeal Procedure**

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgement or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue The Company will inform the Appointed Representative of its decision If the Company so requires it the Insured must co-operate in an appeal against the judgement or decision of a court or tribunal

**5. Insolvency or Liquidation of the Insured**

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to withdraw that consent The Insured shall be deemed insolvent or in liquidation upon the appointment of a liquidator or a receiver within the meaning laid down in the Companies Acts 1963 to 2006

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# **General Exceptions and Conditions**



# General Exceptions of the Policy

## This Policy doesn't cover:

### 1. Changes in Water Table Level

This policy doesn't cover any damage or loss caused by change in the water table level.

### 2. Date Recognition

N.B. – not applicable to Section 2 – Agricultural Vehicles Section 6A – Personal Accident and Section 5 – Sub Section 5C Employers Liability where these Sections operate.

Any claim caused by, contributed to by, or from the failure of any computer or other equipment, data processing service, microchip, microprocessor, integrated circuit, embedded chip, or similar device, computer software program, process, or any other electronic system, any design or advice in connection with them, irrespective of ownership, possession or use and whether occurring before, during or after the Year 2000 where its:

- (i) Incorrectly recognising any date as its true calendar date.
- (ii) failure to capture, save or retain and/or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date as other than the true calendar date.
- (iii) failure to capture, save or retain, correctly process any data as a result of the operation of any command that has been programmed into any computer software that causes the loss of data or the inability to capture save, retain or correctly process data on or after any date.

This won't exclude subsequent loss or damage not otherwise excluded that itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, people taking part in labour disturbances, malicious people, earthquake, storm, flood, escape of water from any tank apparatus or pipe, or impact by any road vehicle or animal provided it is insured by these Sections.

### 3. Electrical Plant

Damage to, or destruction of, any electrical plant or electrical appliance, such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure, or self-heating. Should fire damage or destroy any other part of the plant, appliances or other Property Insured, it isn't excluded by the Policy.

### 4. Genetically Modified Crops

This policy doesn't cover loss, damage, cost or expense of any nature or any legal liability for personal injury to third parties or damage to property belonging to third parties caused by, resulting from, or in connection with:

- (a) the research into, testing, production or supply of any genetically modified crop or genetically modified organism, where liability may be attributed directly or indirectly to the genetic characteristics of the crop or organism.
- (b) the presence of such crop or organism, other than in feed products purchased for use as animal feed on the farm.

### 5. Heat Processes

Loss or damage to property through any process involving heat.

### 6. Northern Ireland Exclusion

Loss destruction or damage in Northern Ireland through:

- (i) riot, civil commotion, and (except in respect of loss or Damage by fire or explosion) strikers, locked-out workers, or people taking part in labour disturbances or malicious people.
- (ii) Terrorism as defined in the Terrorism Exclusion.

In any action, suit or other proceedings where We decide, by reason of this definition, loss or Damage isn't covered by this Policy, the burden of proving that it is covered is on You.

## 7. Pollution and Contamination (not applicable to Section 5 – Liabilities)

This policy doesn't cover loss, destruction, damage, consequential loss or liability caused by pollution or contamination except (unless otherwise excluded), destruction of or damage to the property caused by:

- (a) pollution or contamination, itself resulting from a contingency insured against.
- (b) any contingency insured against, that itself results from pollution or contamination.

## 8. Pressure Waves

Loss, destruction or damage directly caused by pressure waves from aircraft or other supersonic aerial devices.

## 9. Requisition or Confiscation of Property

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority or any Local Authority.

## 10. Terrorism Exclusion

Loss, damage, cost or expense of any kind (except as is necessary to meet the requirements of the Road Traffic Legislation) caused by, resulting from, or in connection with:

- (a) Any act of Terrorism regardless of any other cause, event or in any other sequence to the loss.
- (b) Any action taken in controlling, preventing, suppressing, or in any way relating to any act of Terrorism.

If We allege, by reason of this Exception, any loss damage cost or expense isn't covered by this Policy, the burden of proving the contrary is on You.

In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall stay in full force and effect.

### Definition – Terrorism

For the purpose of this Exception, an act of Terrorism means an act including, but not limited to, the use of force or violence and or threat of any people or group(s), whether acting alone, on behalf of, or in connection with, any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including influencing any government and/or put the public, or any Section of the public through fear.

## 11. War and Nuclear Risks

- (a) loss or destruction of, or damage to, any property or any loss or expense, or any loss or legal liability of any kind, directly or indirectly caused by or arising from:
  - (i) ionising radiation 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.
- (b) any contingency caused by war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military/usurped power.

## 12. Penalties and fines

This policy does not cover any penalties or fines incurred by you except consecutive from a material damage.

## 13. Fraud and dishonesty exclusion

We will not cover damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim.

But we will cover subsequent damage which itself results from an insured contingency covered elsewhere in this section.

## 14. Electronic risks exclusion

We will not cover you for any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- (i) damage to or the destruction of any computer systems; or
- (ii) any alteration, modification, distortion, erasure or corruption of electronic data

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a virus or similar mechanism or hacking or phishing or denial of service attack.



Additional Definitions are:

**Computer systems**

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

**Damage**

Damage Accidental loss, destruction or damage.

**Electronic Data**

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Denial of service attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

**Hacking**

Unauthorised access to any computer systems, whether your property or not.

**Phishing**

Any access or attempted access to data made by means of misrepresentation or deception.

**Virus or similar mechanism**

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to, trojan horses worms and logic bombs.

**15. Business Failure**

This **policy** will automatically cease if the Business is wound up, carried on by a liquidator or receiver, or permanently discontinued.

**16. Defective materials and undamaged items exclusion:**

We will not cover the costs and expenses for repair or replacement of any defective materials or undamaged items.

**17. Nuclear facilities exclusion**

All operational and non-operational nuclear facilities are excluded

# General Conditions of the Policy

## 1. Change in risk condition

You must tell us as soon as possible during the period of insurance of any change to the business in the person, firm, company or organisation shown in your schedule as the insured to the information you provided to us previously or any new information that increases the risk of loss as insured under any section of your policy.

Any change that was not within the reasonable scope of the agreed business may not be accepted by us and claims may not be paid. In this case your policy will come to an end from the date of the change unless we agree in writing to accept an alteration

We do not have to accept any request to vary your policy if it is deemed to change the scope of the agreed contract. If you wish to make any alteration to your policy you must disclose any change to the information you previously provided or any new information that could affect this insurance. If we accept any variation to your policy, an increase in the premium or different terms or conditions of cover may be required by us.

## 2. Arbitration

If there is a dispute, controversy or claim between You and Us under this Policy in respect of

- (a) the interpretation or application of any provision of The Contract of Insurance
- (b) Our liability under The Contract of Insurance to pay a claim made by You
- (c) the amount (if any) We offer to pay for a claim or
- (d) any other matter relating to The Contract of Insurance.

Disputes, controversy or claims will be referred to an arbitrator within 12 months, who will be jointly appointed according to statutory provisions.

If we can't agree on the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision on the arbitrator, and that decision will be final and binding on both parties.

If the dispute, controversy or claim is not referred to arbitration within 12 months, We will assume You have abandoned the dispute, controversy or claim.

## 3. Burning of Waste and Stubble Burning Condition

When it comes to burning waste, other materials or timber on Your premises (or on land hired or rented by You), it's essential the following precautions are taken

- (a) Fire won't be left unattended.
- (b) All fires will be extinguished at least 60 minutes before leaving the area, and an inspection will be made immediately before leaving.
- (c) You'll take reasonable precautions to prevent smoke or dust escaping in any way that might cause nuisance or danger to passers-by or Third Party property.
- (d) Waste materials will be checked to make sure they don't contain explosive substances or pressurised containers.
- (e) Adequate equipment will be kept at hand at all times for controlling or extinguishing the fire.
- (f) With Stubble Burning, it's essential you create fire breaks of 3 metres or more before burning starts. It must be away from surrounding walls, gates, fences or other boundaries. Burning must not commence when wind conditions could cause accelerated fire spread or excessive smoke drift.

## 4. Cancellation

(a) We can cancel your policy at any time during the period of insurance by giving 14 working days written notice to your last known address. Where your policy is cancelled in accordance with the above provisions, we will refund part of the premium paid, proportionate to the unexpired period of insurance following cancellation.

(b) You can cancel the Policy within fourteen working days of the date of the first period of insurance which is the "cooling off period".

If you cancel during the cooling off period, You will be entitled to a full return of the premium paid provided:

- (i) no claims made under the policy where we have made a payment.
- (ii) no claims made under the Policy that are still under consideration.
- (iii) no incidents likely to give rise to a claim but not yet reported to us.

You may also cancel your policy at any other time during the period of insurance. We will refund part of the premium paid, proportionate to the unexpired period of insurance.

- (c) We can cancel your policy immediately, without giving you notice if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current period of insurance. Cancellation of your policy will not affect any claims or rights you or we may have before the date of cancellation.

We do not have to offer renewal of your policy and cover will cease on the expiry date.

## 5. Contribution (other Insurance)

If you've other insurance that covers loss, damage or liability at the time of any loss, damage or liability covered by this Policy, We'll only be liable for Our proportional share. If other insurance or indemnity is excluded from contributing, Our liability is limited to the amount that would remain when the other insurance or indemnity paid out.

## 6. Contractual duties and proportionate remedies

You have a duty prior to the start of your policy, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by us with complete honesty and with reasonable care.

If you respond to the questions posed by us in a negligent manner, without complete honesty and/or reasonable care, then we can elect one of the following remedies:

We will avoid the contract and refuse all claims, if we would not have entered into this contract based on honest and accurate information. We will return any premium paid; or

We will treat your policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you responded honestly to the questions posed to you; or

We will reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. We will divide the premium actually charged by the premium which we would have charged had you responded honestly to questions posed to you and calculate this as a

percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If you have fraudulently responded to any of our questions or have been involved in any fraudulent activity, relative to this contract, we will void this contract from the start of the policy. If there is an active claim, this too will be avoided.

## 7. Instalments Clause

If the premium is payable by instalment and You don't pay each instalment on the due date, all cover under the Policy is cancelled automatically from the date the instalment was due.

If the premium on this Policy is payable in instalments and during the current Period of Insurance

- ▶ a claim has been made under the Policy that We've made a payment.
- ▶ a claim has been made under the Policy is still under consideration.
- ▶ an incident has occurred likely to give rise to a claim but not yet reported to Us

the annual premium remains due in full. In such cases, monthly collections must continue, or a one-off payment agreed to settle the outstanding amount.

If a one-off payment isn't made, You must continue to pay instalments. Alternatively, We may deduct any outstanding instalments from any claim that is due to You or payable on Your behalf.

Any instalment payments taken before notification of cancellation of the instalment plan will be kept.

Any refund of premium will be taken in regard to any collections taken between the time of notification and cancellation.

## 8. Notice of Claims

### Claims – Insured's Duties

If something happens that might lead to a claim, You must:

- (a) General – Applicable to all Sections;
- (i) notify Us as soon as possible.
  - (ii) take all practical steps to recover lost property and otherwise minimise the claim.
  - (iii) inform An Garda Síochána as soon as possible if the loss or damage has been caused by thieves, malicious people, or vandals or by riot, civil commotion, strikes, or labour disturbances.
  - (iv) give all information and assistance We may require.

(v) not make, or allow to be made on Your behalf, any admission, offer, promise payment of indemnity without Our written consent.

**(b) Applicable to Sections 1, 3, & 6**

Within 30 days (or longer if We agree in writing) send Us a written claim (at your expense) with all details, proofs and information regarding the cause and amount of loss or damage with details of any other insurances on any property insured by this Policy and (if requested) a statutory declaration of the truth of the claim and any related matters.

**(c) Applicable to Section 2**

If there is an accident, you must immediately do whatever you can to protect the vehicle and its accessories. You or your legal representative must give us full details by phoning the claims helpline (01 8927142) as soon as possible, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event before you reply to them.

If you know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, you must tell us immediately in writing.

You, and anyone insured by this policy, must not admit anything, or make any offer or promise about a claim, unless you have our written permission.

If your vehicle is stolen, you must tell us as soon as possible by phoning our claims helpline on 01 8927142. You must also tell the gardaí.

**(d) Applicable to Section 4**

Give us immediate notice and (at Your own expense) provide for treatment by a qualified veterinary surgeon. Within 14 days, send us information with veterinary certificates, proof of death identity, livestock registration documents, and value of the animal(s). We may also need the opportunity to inspect the animal(s) carcass so you must not dispose or cut the animal(s) for at least 24 hours after you first informed Us.

**(e) Applicable to Section 5(b)**

Immediately contact contact the Appointed Loss Adjuster for this section – Telephone +353 1400 5550

**(f) Applicable to Sections 6(d)**

Within 30 days after the Indemnity Period (or longer if we agree in writing) at Your own expense, send a statement setting out details of the claim along with details of all other insurance covering any part of the damage or resulting loss of Income.

You will (at Your own expense) also give Us accounts and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by Us to investigate or verify your claim, along with a statutory declaration of the truth of the claims and any related matter (if requested).

No claim under this Section will be payable unless the terms of these conditions have been met. In the event of noncompliance in any respect, any payment of the claim made already must be repaid to Us immediately.

**(g) Applicable to Section 5**

- (i) Immediately send Us every letter, claim, writ, summons and process upon receipt.
- (ii) Advise Us in writing immediately they have knowledge of any pending prosecution inquest or Fatal Accident Inquiry.

**Claims retention**

Where we agree to pay your claim and the settlement amount is less than €40,000 we reserve the right to withhold up to a maximum of 5% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by AXA.

Where we agree to pay your claim and the settlement amount is €40,000 or more, we reserve the right to withhold up to a maximum of 10% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by AXA.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement we undertake to write to remind you of the unclaimed retention and AXA's requirements to release this payment. If we do not hear back from you, we will issue a final reminder and if we do not receive a response, we will close the claim file.

**9. Reasonable Precautions**

You will

- (a) take all reasonable precautions to prevent events that may give rise to loss, destruction or damage
- (b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- (c) take immediate steps to make good or remedy any defect or danger you're aware of, and take additional precautions as they are required.

## 10. Right to Survey

We've the right to conduct a survey of Your Premises for assessment or risk control.

## 11. Surveys, Risk Improvements and Additional Information

The policy, statement of fact and/or declaration made by You, and the Schedule, should be read together and form the Contract of Insurance between You and Us.

If Your schedule indicates that this policy has been issued subject to certain survey(s) being undertaken, You will, within a reasonable time, allow Us access any location We might need to conduct those survey(s). If We're not able to carry out a survey within a reasonable time, We could void, cancel, suspend or alter the terms of this policy, or increase the premium.

If Your schedule shows this policy has been issued subject to You implementing certain risk improvements or providing certain additional information:

- (a) the insurance given by this policy will automatically stop after the deadline shown in Your schedule or any other deadline that We have specified;
- (b) If no deadline is shown in Your schedule but You fail to make the improvements or provide the information within a reasonable time, We could avoid, cancel, suspend or alter the terms of the policy or increase the premium.

If any survey or additional information reveals something that changes Our assessment of risk for the worse, We could avoid, cancel, suspend or alter the terms of this policy or increase the premium. We'll communicate any such actions to You in writing.

## 12. The Company's Right

We're entitled in the event of any loss or damage:

- (a) to enter any building where loss or damage has occurred, and to take and keep possession of the Property Insured, and to deal with salvage in a reasonable manner, and this Policy is proof of leave and licence for such purpose, but the property may not be abandoned to Us
- (b) to either
  - (i) repair or replace the property or any part of the property liable under this Policy

or

- (ii) make payment in money to You in lieu of repair or replacement, Reinstatement as nearly as is reasonably practical will be considered a complete indemnity under this Policy.

- (c) to undertake in Your name and on your behalf, the absolute conduct, control and settlement of any proceedings and to take proceedings at Our own expense for Our own benefit, but in Your name, to recover compensation or secure an indemnity from any third party in regard to anything covered by this Policy.

## 13. Sanctions Condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the Republic of Ireland, United Kingdom, European Union, United States of America or any other territory.

# Caring For You

There may be times when you feel you don't get the service you expect from us.

Here's our complaints process to help you.

- ▶ For a complaint about your policy, contact your **Broker** or local **AXA Insurance branch**.
- ▶ For a complaint about your claim, contact our claims action line on **01 8927142**.

If we can't sort out your complaint, you can contact our Customer Care Department on **0818 505505** or:

- ▶ email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- ▶ write to **AXA Insurance, Customer Care, Freepost, Dublin 1**.

If you're unhappy with how we've dealt with your complaint, you may be able to refer to:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place,  
Dublin D02 VH29.  
Tel: +353 1 567 7000.  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Web: [www.fspoi.ie](http://www.fspoi.ie)

## Our promise to you:

We'll reply to your complaint within five days.

We'll investigate your complaint.

We'll keep you informed of progress.

We'll do everything possible to sort out your complaint.

We'll use feedback from you to improve our service.

If You wish to make a complaint in relation to Section 5B Environmental Liabilities You can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE

XL House

8 St Stephen's Green

Dublin 2

D02 VK30

Email: [XLICSEComplaints@axaxl.com](mailto:XLICSEComplaints@axaxl.com)

Phone: (01) 607 5300

The complaint will be acknowledged, in writing, within five (5) business days of it being made.

If You remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, You can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Ireland

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Telephone Number: +353 1 567 7000





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