



October 2021

# Your Agricultural Vehicle Insurance Policy



**Welcome to  
AXA  
Agricultural  
Vehicle  
Insurance**

# Thanks for choosing AXA as your insurer.

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world.

Here in Ireland, we meet the motor insurance needs of 500,000 people.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will 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 Agricultural Vehicle insurance covers and options you have chosen and the cover limits.**

Please read the policy wording together with your schedule.

# Table of contents

<b>Your policy</b>	<b>6</b>
<b>General Definitions</b>	<b>7</b>
Part 1 Loss of or Damage to the Vehicle	<b>9</b>
Part 2 Liability to third parties	<b>11</b>
<b>General Exceptions and Conditions</b>	<b>17</b>
General Exceptions of the Policy	<b>17</b>
General Conditions of the Policy	<b>19</b>
<b>Caring For You</b>	<b>23</b>

# Your Policy Wording

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer your contract is with is AXA Insurance dac which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish law will apply.

The cover you have bought has many benefits to give you peace of mind.

However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully and keep it in a safe place.

Your policy includes:

- ▶ the policy wording in this booklet;
- ▶ the schedule that has your details and the cover that applies; and
- ▶ any endorsement which applies

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen..

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 your policy.

Helplines	
<b>24 Hour Claims</b>	01 8927142
If you need to make a claim, phone this number day or night.	
<b>Customer Care Department</b>	0818 505505
<b>Customer Helpline</b>	0818 7 365 24
<b>AXA Farm Team</b>	090 643 5070

# 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.

## **Insured, You, Your**

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

## **Certificate of Insurance**

Evidence of your motor insurance that we issue.

It shows who is covered to drive your vehicle and the purposes for which it can be used.

## **Endorsement**

An alteration to the terms of the policy. We can include endorsements in this document or we may issue them separately.

## **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.

### 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.*



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



### What's covered

- ▶ 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

- ▶ 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

✓ 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.

#### 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.



# General Exceptions of the Policy

## This Policy doesn't cover:

### 1. This policy does not apply when your agriculture vehicle:

- ▶ Is being used for purposes that are not shown in your certificate of insurance
- ▶ Is being driven by, or in the charge of any person who is not covered by your certificate of insurance
- ▶ Is being driven by anyone who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving
- ▶ Is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area

### 2. If an accident happens and:

- a. As a result, the person who was driving is convicted of or has a prosecution pending for an offence involving alcohol or drugs
- b. The person who was driving was unfit to do so due to alcohol or drugs; or
- c. The person who was driving had been drinking alcohol and, 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 provided in Part 1 of the policy for loss of or damage to the Insured vehicle will not apply; and
- ii. You or the person driving must repay all claims we have paid arising from the accident; and
- iii. We may cancel your policy

### 3. This policy does not cover anyone who does not comply with the policy terms and conditions.

### 4. This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have been liable anyway.

### 5. This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:

- ▶ Ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
- ▶ The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment, weapon or any part of such items

### 6. This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:

- a. War, riot, revolution or any similar event, including any action taken to control or prevent such events.
- b. Any government, public or local authority legally taking or destroying your property.
- c. Any act of terrorism including any action taken to control or prevent terrorism.

We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

### 7. This policy does not provide cover for any accident, injury, loss or damage caused by earthquake

### 8. Any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of:

A computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging

code including computer viruses, worms, logic bombs, or trojan horses.

**9. This policy does not provide cover for any accident, injury, loss, damage or liability whatsoever while your vehicle is operating as a tool of trade, and such vehicle or plant forming part of such or attached to its designed to operate as a tool of trade, (except so far as is necessary to meet the requirements of Road Traffic Legislation).**

**10. This policy document replaces any previous policy documents issued by AXA Insurance.**

# 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. 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 either of 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 14 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.

## 4. 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.

## 5. 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.

## 6. 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.

## 7. 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 Siochana 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 Agricultural Vehicles

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.

## 8. 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.

## 9. Right to Survey

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

## 10. 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 Policyor
  - (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.

## 11. 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.

## 12. Misrepresentation and Deception

### Definitions:

- ▶ Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent. All of the information which you gave us and all of the answers you have provided to the questions which we asked you leading to the inception of this contract of insurance have effect as representations made by you to us.
- ▶ Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

### Negligent Misrepresentation

If you have made a negligent misrepresentation and a claim arises, we may:

- (a) Avoid the contract and return your premium if we would not have entered into the contract under any terms
- (b) If we would have entered the contract but on different terms, treat the contract as if those different terms apply
- (c) If we would have entered the contract but at a higher premium we may reduce proportionately the amount to be paid on any claim

If you have made a negligent misrepresentation and no claim has arisen we may terminate the contract on reasonable notice to you.

### Fraudulent Misrepresentation

If a claim is made and if any answer given by you to us involves a fraudulent misrepresentation or where any conduct by you (relative to the contract or the steps leading to its formation) involves fraud of any other kind we may avoid this contract of insurance.

### **Fraudulent Claims**

If you or anyone acting for you:

- ▶ Makes a claim under the policy, knowing the claim is false or misleading; or
- ▶ Makes a claim for any loss or damage deliberately caused by you or a person covered to drive your agricultural vehicle or with your knowledge
- ▶ In connection with a claim makes a statement to us or anyone acting on our behalf, knowing the statement is not true
- ▶ In connection with a claim sends us or anyone acting on our behalf a document, knowing the document is false

We may take one or more of these actions as well as our other rights:

- ▶ We will not pay the claim
- ▶ We may avoid the policy with effect from the date of the fraudulent claim or fraudulent act
- ▶ We will not return your premium

### **13. Driving Licence Conditions**

No cover will apply under this policy for any driver who is not meeting the conditions of his/her driving licence/learner permit. This includes conditions relating to the class of vehicle being driven or any other restriction or condition that may apply.

# 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.



## Should you have any further questions on this policy

Call 0818 7 365 24

Drop into your local AXA branch

Talk to your broker