



# COMBINED IRELAND

Policy Wording

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## IFARM COMBINED POLICY WORDING EIRE

Thank you for choosing iFarm Underwriting for your Farm Policy. iFarm offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to you when you need it. iFarm's specialist expertise and passion is supported by our partnership with leading insurers and this Policy is a contract between You and the insurers (Us) as declared in the Schedule.

iFarm Underwriting is a trading name of Rokstone Insurance Europe Ltd, regulated by the Central Bank of Ireland. Registered number C185761.

You can check this information on the Central Bank of Ireland's website [www.registers.centralbank.ie](http://www.registers.centralbank.ie) or by contacting 01 2244000.

## IMPORTANT INFORMATION

### HOW TO MAKE A CLAIM

If **You** need to make a claim on **Your** policy please check the coverage and then contact **Your** Insurance **Adviser**.

If for any reason **You** cannot contact **Your** Insurance **Adviser** please contact **Us** at:

**Claim Notification Company:** Leeson Claims Services Ltd

**Telephone:** 01 5392890

**Email:** claims.accelerant@isureunderwriting.ie

**Address:** 68 Merrion Square  
South Dublin 2

**Our claims helpline is available 24 hours a day, 7 days a week**

Please note when making a claim, **You** must follow the Claims Condition under **Your** policy as defined under General Condition 3) Claims, or Section 7, Claims Conditions, as applicable.

In respect of legal expenses cover **You** should - as soon as **You** are aware of an incident - call the 24 hour Legal Advice helpline below to get legal advice without delay (quoting **Your** policy number).

**Claim Notification Company:** MIS Underwriting Limited

**Email:** underwriting@misgroup.com

**Advice Line Tel.** 0818 868 000

**Address:** 14a Jocelyn Street,  
Dundalk  
Co. Louth A91 XNY2

### How to make a complaint

If **You** need to make a complaint please refer to the Complaints Procedure section at the end of **Your** **Policy** wording.

## KEY POLICY INFORMATION

This iFarm Combined Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**.

**Your** policy is administered by iFarm Underwriting and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

This document, the **Schedule** and any attached **Endorsements** is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your** Insurance Adviser who will be pleased to help **You**. Words in **bold** type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

## POLICY PERIOD AND PREMIUM

**We** will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** shown as 'operative' in the **Schedule**, subject to the conditions, exceptions and Endorsements of the **Policy**. This insurance is renewable provided we agree to accept **Your** premium for any subsequent **Period of Insurance**.

**We** will cover **You** under those Sections shown in the **Schedule** where an amount (or "As shown in the **Policy** wording") is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Policy** are met.

If **You** are not satisfied with the cover provided by this **Policy**, please return the documents to **Your** Insurance Adviser within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid, as detailed further in the General Conditions of this **Policy**.

## LANGUAGE AND LAW APPLICABLE TO THE CONTRACT

This insurance is written in English and all communications about it will be in English. Unless **We** have agreed otherwise with **You**, this contract is governed by Irish law.

This is a legal document and should be kept in a safe place.

## DEFINITIONS

### The Company/Our/Us/We

The **Insurer** detailed in the **Schedule**.

### The Insured/You/Your

The person, people or the company shown as insured in the **Schedule**.

### Your Family

**Your** husband, wife, civil partner, children and any other person permanently living with **You**.

### Accessories

**Accessories** Spare parts for the vehicle and audio equipment, multimedia equipment, communication equipment and satellite navigation equipment, providing they are permanently fitted to the **Insured Vehicle** and are unable to operate independently from the **Insured Vehicle**.

### Agricultural Buildings

Any building used for agricultural or horticultural purposes including the interior decorations, landlords fixtures and fittings within the buildings and walls, gates and fences around and pertaining to the buildings, all owned by **You** or for which **You** are legally responsible.

**Agricultural Buildings** does not include glasshouses (other than greenhouses up to a maximum value of €2,000 in total), refrigerated stores, pig arcs, calf huts, polytunnels and any other moveable or portable structures unless specified.

### Agricultural Contractor

shall mean: Agricultural contracting activities including cultivation, seed drilling, harvesting of cereals, root and forage crops, hedge cutting, and agricultural manure spreading But excluding:

- Any works of structural alteration, construction, reconstruction or demolition
- Any works in connection with dams, bridges, locks, road underpasses, railways, airports or airfields
- Any works of road opening/road cutting
- Any works under contract either directly or indirectly for any road, rail or municipal authority
- Any works of timber harvesting and forestry thinning
- Any works of repair and maintenance of third party vehicles and machinery not used in connection with the Insured's **Business**
- Any works of manufacture or compounding of animal feedstuff
- Any work of spraying of pesticides, herbicides, insecticides and fungicides

Other than where especially agreed by the Company and shown on the policy **Schedule** against the **Business** description.

### Asbestos

Shall mean crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals. **Asbestos** dust shall mean fibres or particles of **Asbestos**. **Asbestos** material or asbestos containing materials shall mean any material containing **Asbestos** or asbestos dust.

### Audio Visual and Navigation Equipment

- a) audio, satellite navigation, tracking, telematics, multimedia and communication equipment (excluding telephones) permanently fitted to the **Insured Vehicle** (other than by the vehicle manufacturer) which is unable to operate independently from the **Insured Vehicle**
- b) GPS systems including portable parts while they are fixed to the **Insured Vehicle**, including where this is in a fixed housing

### Bodily Injury

- a) Death
- b) Physical injury
- c) Illness
- d) Disease
- e) Mental Injury and mental anguish provided that the condition complained of is accompanied by and arises directly from actual physical bodily injury

### Building(s)

The **Buildings** at **Your Premises**, including:

- a) landlords fixtures and fittings in or on **Your Premises**
- b) domestic outbuildings, extensions, annexes, garages
- c) boundary walls, gates and fences forming part of the **Building(s)** itself
- d) roads, pavements, yards, car parks, car ports, patios and terraces
- e) underground pipes and cables belonging to **You** or for which **You** are responsible
- f) tenants' improvements for which **You** are responsible for as owner of the **Building** and situated at the **Premises**
- g) the **Shop Front** unless insured under a separate item

### Business

The **Business** stated in the **Policy Schedule** including:

- a) exhibiting Livestock at registered agricultural shows and/or events held within the **Territorial Limits**
- b) retail sales of associated agricultural produce at gate and/or farmers' markets, unless the produce has been processed
- c) camping/caravan site with up to 10 pitches

- d) bed and breakfast
- e) school visits and/or farm open days other than open farms or tourist attractions
- f) hiring out of **Your** Livestock for stud purposes excluding horses
- g) sale of hay and straw, grown by **You** for animal feed purposes
- h) private shoots up to a maximum of 10 days per year not advertised or operated for profit
- i) agricultural contracting (excluding crop spraying) for which **You** do not receive a fee

#### **Certificate of Motor Insurance**

A document which is legal evidence of **Your** insurance and forms part of this **Policy**.

#### **Claimant's Costs**

**Costs and Expenses** incurred by a claimant or in relation to a claim against **You**.

#### **Compulsory motor insurance legislation**

The Road Traffic Act, and any other Acts, Laws or Regulations which govern the insurance of liabilities to Third Parties arising from the driving or use of a motor vehicle in any country in which this **Policy** operates.

#### **Costs and Expenses**

Shall mean:

- a) **Claimant's Costs**;
- b) **Defence Costs**;
- c) **Prosecution Costs**

#### **Damage**

Physical loss or destruction of or damage to tangible property caused by a specified peril.

#### **Declared Value**

**Your** assessment of the cost of reinstating each item or property at the start of the **Period of Insurance**, where cover is shown in **Your Schedule** as Day One Reinstatement. The **Declared Value** should include an allowance for:

- a) any additional cost of reinstatement to comply with the requirements of the public authorities or European Union
- b) professional fees; and
- c) debris removal costs

#### **Defence Costs**

**Costs and Expenses** incurred with **Our** written consent in respect of any claim which **We** have agreed to pay under this **Policy**.

#### **Employee**

Any of the following people working for **You** in connection with **Your Business**:

- a) anyone who has entered into or works under contract of service or apprenticeship with **You**
- b) any labour only sub-contractor or anyone employed by them

- c) any self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship, with **You**
- d) any voluntary helper
- e) anyone who is engaged under a work experience scheme or similar scheme
- f) anyone who is hired or borrowed by **You**

#### **Endorsement**

An **Endorsement** for an insurance **Policy** refers to any amendment that alters the terms of the contract either by expanding or restricting coverage.

#### **Excess**

The first amount of any claim for which **You** are responsible as specified in the **Schedule**.

#### **Fly Tipping**

The abandonment by anyone other than **You**, and without **Your** knowledge or consent, of any **Pollutants** or any drums, tanks, or similar containers holding **Pollutants**.

#### **Government Action**

Martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public local authority or any action taken in controlling, preventing, suppressing or in any way relating to **War**.

#### **Hazardous goods**

Goods of a generally hazardous or dangerous nature and/or quantity that require carriage in accordance with:

- a) The European Agreement Concerning the International Carriage of Dangerous Goods by Road; and /or
- b) The Carriage of Dangerous Goods by Road Act 1998; and/or
- c) any other legislation of similar intent, including any subsequent amendments to and successors of such legislation as may arise that is applicable in the Republic of Ireland including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this policy operates

#### **Insured Vehicle**

Either a

- a) Commercial **Vehicle** meaning a motor vehicle manufactured or adapted for the carriage of goods or livestock (other than an **Agricultural Vehicle**) and with a Gross **Vehicle** Weight of less than 7.5 Tonnes or
- b) Agricultural **Vehicle** meaning a vehicle which is constructed to operate primarily as an agricultural tool of trade which is not a passenger carrying vehicle, is not a car and is not designed for the carriage of goods

### Market Value

The cost of replacing the Insured **Vehicle**, Trailer and/ or Implement (at the time the loss occurred) in an open and fair market with one of the same make, model, mileage (where applicable), specification and condition as determined by an independent motor engineer (or loss adjuster as appropriate) but not greater than the last value shown on **Your Schedule**.

### Offshore

From the time of:

- a) embarkation by an **Employee** onto a conveyance at the point of final departure to an **Offshore** rig or **Offshore** platform; or
- b) embarkation by an **Employee** onto a conveyance for the purpose of transferring from an **Offshore** rig or **Offshore** platform onto another **Offshore** rig or **Offshore** platform

until disembarkation by an **Employee** from a conveyance onto land upon return from an **Offshore** rig or **Offshore** platform.

### Pollution or Contamination

The actual or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or containment including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled reconditioned or reclaimed).

### Livestock

Animals, belonging to **You** or in **Your** care, custody or control used in connection with the **Business**.

### Machinery / Tools

Agricultural implements, plant and machinery and all other agricultural property

Excluding:

- a) Collector's showpieces including vintage and antique machinery unless specified
- b) Office Equipment & mobile phones/radios
- c) Power Driven vehicles, implements and accessories insured under a motor **Policy** or where there is any requirement to be insured under a motor **Policy** as per the Road Traffic Acts
- d) Agricultural **Produce**
- e) **Livestock** and **Deadstock**
- f) Property which could be more specifically insured by any other item stated in the **Policy Schedule**
- g) **Landlords** fixtures and fittings
- h) All terrain vehicles/ quad bikes

### Misdelivery

The delivery of goods at a time or place or in a manner not meeting contractual requirements and includes circumstances where the driver or attendant has acted erroneously or been incorrectly directed.

### Modern Materials

Any materials other than **Traditional Materials** used in the construction of **Agricultural Buildings**.

### Period of Insurance

The length of time covered by this insurance (as shown in the **Schedule**) and any extra period for which **We** accept **Your** premium.

### Policy

The **Policy** and **Schedule** and any **Endorsements** attached or issued.

### Premises

Any premises within the **Territorial Limits** owned, used or occupied by **You** for the purposes of the **Business**, except in respect of buildings which are at the **Premises** as stated in the **Schedule**.

### Produce and Deadstock

Agricultural **Produce** including growing crops and purchased feed. **Deadstock** shall mean fuel, lubricants, wood shavings, fertiliser, agrochemicals and cleaning fluids.

Excluding:

- a) **Livestock**
- b) Property more specifically insured
- c) Any other item stated in the **Policy Schedule**

### Property Insured

Any individual article or category or articles of property to which an individual Sum Insured is attached in **Your Schedule**.

### Proposal/Statement of Fact

The signed **Proposal** or **Statement of Fact** and declaration and any additional information supplied to **Us** by **You** or on **Your** behalf.

### Prosecution Costs

**Costs and Expenses** incurred by a prosecuting authority which **You**, **Your** partners, directors or **Employees** are ordered to pay by the Court in relation to a prosecution against **You**, **Your** partners, directors or **Employees** in connection with the **Business**.

### Road

Any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the **Territorial Limits** defined in this **Policy**.

### Schedule

The latest **Schedule** issued by **Us**.

### Territorial Limits

Republic of Ireland and Northern Ireland.

### Trailer

Any vehicle manufactured not to be mechanically driven that is properly constructed to be towed by a motor vehicle and includes articulated trailers, semi-trailers and draw bar trailers.



**Terrorism**

An act, including but not limited to the use of force or violence or threat of force or violence, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

**Traditional Materials**

Brick, stone, slate, tile, thatch or materials no longer in current standard usage in the construction of

**Agricultural Buildings.****Unoccupied**

Untenanted, empty or disused for more than sixty (60) consecutive days.

**War**

**War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **war** be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

## GENERAL CONDITIONS

### 1) Fair Presentation of Risk Condition

**You** have a duty by law to make a fair presentation of the risk **You** wish **Us** to insure before the commencement of **Your Policy**, if any mid-term alteration is requested during the **Period of Insurance** and before each renewal. If **You** do not comply with this condition then:

- i) **We** can decide to make **Your Policy** void and keep the premium, providing **Your** failure to make a fair presentation of the risk is deliberate or reckless; or
- ii) **We** can decide to make **Your Policy** void and return **Your** premium if **Your** failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover if **You** had made a fair presentation
- iii) If **Your** failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can
  - a) Reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** by dividing the premium actually charged by the premium **We** would have charged had **You** made a fair representation of the risk 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 and/or
  - b) Treat **Your Policy** as if it had included the different terms that **We** would have imposed had you made fair representation
- iv) Where **We** decide to apply (i), (ii) or (iii) above then
  - a) If **We** decide to make **Your Policy** void this will be from the start of the **Policy**, the date of mid-term alteration or from the renewal date
  - b) **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **Policy**, or the date of mid-term alteration or from the date of renewal
  - c) **We** will treat the **Policy** as having different terms imposed from the start of the **Policy**, or the date of mid-term alteration or from the date of renewal

Depending on when the failure to make a fair presentation occurs.

### 2) Alteration in Risk

**You** must notify **Us** as soon as possible if during the **Period of Insurance** there is any alteration:

- a) in or to the **Business**
- b) to or at the **Premises**
- c) to the facts or matters set out in the **Statement of Fact** or otherwise comprising the risk presentation made by **You** to **Us** at inception, renewal or mid term

alteration of the **Policy**; which materially increases the risk of injury, loss, **Damage** or liability

Upon being notified of any such alteration, **We** may, at **Our** absolute discretion:

- a) continue to provide cover under this **Policy** on the same terms
- b) restrict the cover provided under this **Policy**
- c) impose additional terms
- d) alter the premium
- e) cancel the **Policy**

### 3) Claims

It is a condition of **Your Policy**, that on the happening of any event which may give rise to a claim under this **Policy**, **You** must:

- a) notify **Us** as soon as reasonably possible of the event
- b) take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the amount of the claim
- c) advise the police immediately of any **Damage** or loss of property caused by theft, attempted theft, or malicious persons
- d) at **Your** expense provide to **Us**
  - i) full written details of any **Bodily Injury**, loss or **Damage** within 14 days of the date on which the **Bodily Injury**, loss, or **Damage** occurs (or 7 days in respect of **Bodily Injury** loss or **Damage** caused by theft or attempted theft, riot, civil commotion or malicious persons)
  - ii) such detailed particulars, receipts, documents and evidence as **We** may reasonably require within 30 days of the date of **Our** request
  - iii) details of any other relevant insurances
- e) allow **Us** or anyone authorised by **Us** access to the **Premises**
- f) allow **Us** to take possession of, or request delivery to **Us** of any **Property Insured**
- g) not abandon any **Property Insured** to **Us** without **Our** prior written consent

It is a condition of **Your Policy** in respect of claims against **You** that **You** must:

- a) immediately forward to **Us** upon receipt upon receipt any letter, proceedings, writ, Court documents, Claim Form, or Summons
- b) allow us complete control of any proceedings or settlement
- c) not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent
- d) Immediately notify **Us** when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e) if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it

#### 4) Stamp Duty

Stamp duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950, as amended.

#### 5) Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, **We**

- a) will not be liable to pay **Your** claim
- b) may recover from **You** any sums already paid in respect of **Your** claim; and
- c) may, after providing notice to **You**, treat the **Policy** as having terminated with effect from the time of the fraudulent act

#### 6) Subrogation

**You** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim under this **Policy**.

#### 7) Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is as a consequence of this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

#### 8) Governing Law and Jurisdiction

This **Policy** is governed by Irish Law. Any dispute concerning liability under this **Policy** or the validity of the **Policy** is subject to the exclusive jurisdiction of the High Court of Ireland.

#### 9) Reasonable Precautions

**You** must:

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or **Bodily Injury**
- b) maintain the **Premises** in a good state of repair
- c) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority; and
- d) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

#### 10) Mortgagees and Other Interests

The interest of the Leaseholder(s) Mortgagee(s) and Tenant(s) in the individual portions of the **Property Insured** to which their interest applies is noted such interest to be advised to **Us** in the event of a claim. In addition the interest of **You** or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any **Buildings** should the risk of **Damage** be increased without the authority or knowledge of **You** or the Mortgagee(s) provided that **You** or the Mortgagees shall immediately on becoming aware of any increased risk give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require.

#### 11) Cancellation

##### Our Rights

**We** shall not be bound to accept any renewal of this **Policy** and may at any time give 21 days' notice of cancellation by recorded delivery to **Your** last known address. This termination shall be without prejudice to any rights or claims of **You** or **Us** prior to the expiration of such notice.

Provided that there have been:

- no claims made under the policy for which **We** have made a payment
- no claims made under the policy which are still under consideration
- no incidents likely to give rise to a claim to the best of **Your** knowledge and belief during the current **Period of Insurance**

**You** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of the **Policy**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance**, no refund for the unexpired portion of the premium will be given.

##### Your Rights

**You** may cancel this **Policy** in the first year of insurance during the 14 days after the contract has been concluded by giving notice in writing to **Your** Insurance Adviser at the address shown in their correspondence. This right does not apply at the first or any subsequent renewal of the **Policy**.

Provided that there have been:

- no claims made under the **Policy** for which **We** have made a payment
- no claims made under the **Policy** which are still under consideration
- no incidents likely to give rise to a claim during this 14 day period

**We** will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this **Policy** subject to a minimum premium of €50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no refund for the unexpired portion of the premium will be given.

#### 12) Discharge of Liability

**We** may pay the Limit of Indemnity (as stated in **Your Policy** or **Schedule**) or any lesser amount for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for **Costs** or **Expenses** incurred prior to the date of such payment.

#### 13) Unoccupied Buildings

Whenever any **Buildings** are **Unoccupied** the **Unoccupied Buildings** Condition will apply. **We** must be notified in writing immediately any **Unoccupied Buildings** or **Unoccupied** portion of the **Buildings** becomes occupied or any occupied **Buildings** become **Unoccupied**.

##### Unoccupied Buildings Condition

It is a condition of **Your Policy** in respect of **Unoccupied Buildings** that

- a) the **Buildings** are inspected internally at least once during each week by or on behalf of **You**
- b) all trade refuse and waste materials are removed from the interior of the **Unoccupied Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You** or under **Your** control
- c) **You** must secure the **Building** and put all protective and locking devices and any alarm protection into full and effective operation with letterboxes sealed to prevent the accumulation of mail
- d) the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation) and any sprinkler system be drained and during the months of October to March (inclusive) the water system be drained
- e) **You** shall implement any additional protections **We** may require within the time scale specified by **Us**

#### 14) Survey Condition

If this **Policy** has been issued subject to **Us** completing a survey of the **Premises** or of any other location(s) as specified by **Us**, then pending completion of such survey(s) the **Policy** is provided by **Us** on the terms, conditions, provisions, exceptions and limits as specified in the **Policy** and in the Sections of the **Policy**.

In the event that a survey should show that a risk or any part of it is not satisfactory in **Our** opinion, then **We** reserve the right to alter the terms and conditions of the **Policy** with immediate effect. It is a condition of **Your Policy** that **You** must comply with all survey risk improvements required and within the specified time scales designated by **Us**.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by **Us**, then **We** reserve the right to either continue with the **Policy** subject to alteration of the terms and conditions of the **Policy**: or to cancel the **Policy**.

If the terms or conditions of the **Policy** are amended by **Us**, then **You** will have 14 days to accept or reject the revised terms and conditions of the **Policy**.

#### 15) Hay and Straw Condition

It is a condition of **Your Policy** that the maximum value of any one Stack must not exceed €50,000. The hay or straw is contained within one Stack if:

- a) the distance between each Stack stored outdoors is less than 20 metres
- b) the distance between a Stack stored outdoors and one within an **Agricultural Building** is less than 15 metres
- c) the distance between separate **Agricultural Buildings** containing a Stack is less than 20 metres

#### 16) Other Insurance Condition

If at the time of **Damage**, loss or liability arising under this **Policy**, there is any other insurance providing cover for the same **Damage**, loss or liability **Our** liability under this **Policy** shall be limited to **Our** proportional share of such **Damage**, liability or loss as **We** would have had to pay if the other insurance policy did not contain:

- a) any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect underinsurance; and
- b) any provision which excludes it from ranking concurrently with this **Policy** or any a) Section of it either in whole or in part or from contributing proportionately

#### 17) Composite Panels Condition

It is a condition of **Your Policy** that in respect of all **Buildings** which contain composite panels:

- a) any damaged composite panels must be replaced or repaired without delay
- b) items such as battery chargers must not be suspended from composite panels
- c) a Hot Work permit system must be in operation
- d) all ductwork passing through composite panels must be sleeved in non combustible material
- e) all wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets

#### 18) Subrogation Waiver

In the event of a claim under this **Policy**, **We** agree to waive any rights, remedies or relief which **We** might have become entitled by subrogation against

- a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**

- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined within the relevant legislation current at the time of **Damage**.
- c) any tenant of Yours provided that the **Damage** did not result from a criminal, fraudulent or malicious act of the tenant the tenant contributes to the cost of insuring the property against the event which caused the **Damage**.

#### 19) Insurance Act 1936

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

#### 20) Excess Condition

Any **Excess** should be discharged immediately upon request.

#### 21) Disputes

Any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society of Ireland may be asked to make a nomination. The arbitration will be binding and carried out under the relevant legislation. The costs of the arbitration will be at the discretion of the arbitrator.

If the dispute is not referred to arbitration within 12 months **We** will assume **You** have abandoned the dispute.

## GENERAL EXCEPTIONS

Each Section of this **Policy** contains exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated.

This **We** will not pay for:

#### 1) Radioactive and Nuclear Risks

**Damage** or any other loss or expense resulting or arising from **Damage** or any legal liability directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) any weapon or device using radioactive material and/or ionising radiations and/or atomic or nuclear fission

and/or fusion or other like reaction or radioactive force;

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
- Under the Employers Liability Section as far as concerns **Bodily Injury** caused to any of **Your Employees** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this General Exception shall only apply:
- i) in respect of liability of any Principal;
  - ii) in respect of liability assumed by **You** under agreement and which would not have attached in the absence of such agreement

#### 2) War, Government Action and Terrorism

- a) **Damage** or any other loss or expense resulting or arising from **Damage** directly or indirectly caused by or contributed to by or arising from:
  - i) **War, Government Action or Terrorism**
  - ii) riot or civil commotion in Northern Ireland
- b) legal liability or any **Costs** or **Expenses** directly or indirectly caused by or contributed to by or arising from **War, Government Action or Terrorism** except to the extent stated in the Liability Provisions

In any action, suit or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or expense is not payable under this **Policy** the burden of proving that such **Damage** loss or expense is payable under this **Policy** shall be upon **You**.

#### 3) Pollution and Contamination (Applicable to Section 1, 2, 3 of this Policy)

**Damage** caused by, consisting of, or arising from pollution or contamination except damage to the **Property Insured** caused by pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, not civil commotion, strikers, locked-out workers, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage, or impact by any vehicle or animal.

#### 4) Date Recognition (Not applicable to Section 8 - Employers Liability)

**Damage**, or any other loss, expense or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or any computer software whether **Your** property or not:

- a) to recognise correctly any date as its true calendar date
- b) to capture, save or retain and/or manipulate, interpret or process correctly any data or information or

command or instruction as a result of treating any date otherwise than as its true calendar date

- c) to capture, save, retain or process correctly any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date

In respect of Section 1A, 2A and 3 - Property Damage this General Exception shall not exclude subsequent damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft, or other aerial devices, or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft or impact by any vehicle or animal.

#### 5) Computer Virus and Hacking

- a) **Damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by Virus or Similar Mechanism or Hacking
- b) financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikes, labour disturbances, malicious persons (Including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal.

#### 6) Sonic Bangs

**Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 7) Territorial Limits

**Loss, Damage** or **Bodily Injury** arising outside the **Territorial Limits**.

#### 8) Trading Restrictions and Sanctions

Any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

#### 9) Biological or Chemical Materials Exclusion

**Damage**, loss, cost or expense directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.

#### 10) Excesses

The amount of any applicable **Excess**.

#### 11) Genetically Modified Crops Exclusion

- a) any liability arising from research into, testing of, 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 such crop or organism
- b) any **Damage** arising from presence of such crop or organism on the **Premises**

#### 12) Breakdown and Deterioration

Loss of or damage to any property caused by wear, tear, electrical, electronic or mechanical breakdown and/or gradual deterioration.

#### 13) Depreciation

Loss of or damage to any property caused by depreciation.

#### 14) Vermin

Loss of or damage to any property caused by vermin, insects, fungus, condensation, wet or dry rot or toxic mould unless specifically insured against in any Section.

#### 15) Defective Design

Loss of or damage to any property caused by faulty or defective design, or latent defect.

#### 16) Virus, Disease and Pandemic Exclusion

(not applicable to Employers Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

**17)** loss, damage or **Bodily Injury** arising out of any activity involving working on or processing Asbestos or products made entirely or mainly of **Asbestos**.

## SECTION 1 | HOME

### SPECIAL DEFINITIONS

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section in **bold** type. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Buildings

The **Home**, fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, bridges, walls, fences, hedges and gates.

#### Caravan

The **Caravan** as described in **Your Schedule**, furniture, fixtures and fittings and **Contents** whilst kept in or on the **Caravan**, awnings and toilet tents

#### Contents

**Contents** includes:

- a) Household goods
- b) Personal documents up to €1,000
- c) Aerials and satellite receiving equipment
- d) Bicycles
- e) **Money** up to €500
- f) if **You** are a tenant **Your** improvements and decorations and any fittings owned by **Your Family** or which is **Your Family's** responsibility under contract.
- g) Clothing and personal effects belonging to any resident domestic employee or lawful visitor up to a maximum of €500 per employee/visitor

**Contents** does not include:

- a) Motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hand gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment whilst removed
- b) Animals
- c) Anything used for trade, professional or business purposes except as allowed for under **Office Equipment**
- d) **Credit Cards**
- e) **Buildings**

#### Credit Cards

Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles, owned by **You** or **Your Family's** responsibility under contract excluding store loyalty cards or **Credit Cards** used or held for any trade, professional or business purposes.

#### Freezer Contents

Food in **Your Home** contained in a domestic deep freeze cabinet

#### Garden

The land adjoining **Your Home** which is used for domestic purposes.

#### Home

The house or flat at the address shown on **Your Schedule**, its garages, greenhouses and outbuildings, all used for domestic and smallholding business administration purposes only.

#### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

#### Money

Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, owned by **Your Family** or **Your Family's** responsibility under contract.

**Money** does not include:

- a) Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection
- b) **Money** used or held for any trade, professional or business purposes

#### Office Equipment

Computer Equipment including keyboards, printers, monitors, modems, facsimile machines, photocopiers, telephone equipment (excluding mobile phones), answering machines and any other office equipment or furniture used in connection with the **Business**.

#### Unoccupied

When the **Home** is:

- a) without sufficient furniture for day to day living purposes
- b) sufficiently furnished for day to day living purposes but has not been lived in by **You** (or a person **You** have authorised) for more than 60 days



**Valuables**

Shall mean Curios, pictures and other works of art, coin collections, jewellery, articles of gold, silver and other precious metals, furs, clocks, watches, cameras, photographic equipment, musical instruments and television, radio, home computer, recording and audio apparatus.

## SECTION 1A | HOUSEHOLD BUILDINGS

We will not pay for claims under this section if **You** are a Tenant.

### YOUR COVER

We will pay **You** in respect of **Damage** to **Buildings** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

The maximum payable during any one **Period of Insurance** will not exceed the **Sum Insured**.

WHAT IS COVERED	WHAT IS NOT COVERED
Fire, smoke, lightning, explosion, or earthquake.	Smoke damage caused by any gradual process.
Riot, civil commotion, labour and political disturbances.	
Storm or Tempest or Flood.	a) Loss or damage attributable solely to a change in the water table level b) Loss or damage caused by frost c) <b>Damage</b> to fences, hedges or gates
Freezing of water in fixed water or fixed heating systems. Water escaping from domestic appliances or heating systems. Oil escaping from a fixed domestic heating system.	a) <b>Damage</b> which results in subsidence, heave or landslip of any part of <b>Your Buildings</b> b) Loss or damage caused by leaking fumes or flue gases c) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b>
Impact or collision by any type of aircraft, animal or vehicle and anything dropped from them	Loss or damage caused by domestic pets which belong to <b>You</b> or <b>Your Family</b>
Malicious acts or vandalism.	a) <b>Damage</b> by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b>
Theft or attempted theft.	a) <b>Damage</b> by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b>
Falling trees or branches, telegraph poles or lamp posts.	
Falling aerials, wind turbines or satellite receiving equipment, their fittings or masts.	
Subsidence or Heave of the site on which Your Buildings stand or of land belonging to Your Buildings, or landslip.	a) <b>Damage</b> to patios, terraces, footpaths, swimming pools, tennis courts, garden ponds, statues and fountains permanently fixed into the ground, drives including bridges, walls, fences, hedges and gates unless <b>Your Home</b> is damaged by the same cause and at the same time b) <b>Damage</b> to solid floors, unless the foundations of the external walls of <b>Your Home</b> are damaged by the same cause and at the same time c) Loss or damage caused by structures bedding down or settlement of newly made up ground d) Loss or damage caused by the coast or a riverbank being worn away e) Loss or damage caused by or from demolition alterations or repair to <b>Your Home</b> f) Loss or damage caused by poor workmanship, materials or design
Accidental Damage to Your Buildings.	a) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> b) Loss or damage by wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, ingress of water, gradually operating cause, process of cleaning, dyeing, repair, alteration, restoration, mechanical, electrical or electronic fault or breakdown c) Loss or damage by any cover listed elsewhere in the Household <b>Buildings</b> Section and which is specifically excluded under that cover d) Loss or damage caused by or from poor or faulty design, workmanship or materials

## BASIS OF CLAIMS SETTLEMENT

**We** will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Property Insured**.

The most **We** will pay for any one claim is the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**.

## BASIS OF CLAIMS ADJUSTMENTS

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses.

### 1) Reinstatement (Day One)

The amount payable in respect of **Property Insured** shall be the cost of reinstatement of the **Damage**;

For this purpose Reinstatement means:

- i) the rebuilding or replacement of **Property Insured** lost or destroyed which, provided **Our** liability is not increased, may be carried out
  - 1) in any manner suitable to **Your** requirements
  - 2) upon another site
- ii) the repair or restoration of **Property Insured** damaged to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new

### 2) Average

If at the time of any **Damage**, the **Declared Value** as stated on **Your Schedule** is less than the total value of such property **You** shall be considered as being **Your** own **Insurer** for the difference and shall bear a proportionate share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after this Condition of Average.

## SECTION EXTENSIONS

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**.

### 1) Architects, Surveyors, Legal and Other Professional Fees

The **Sum Insured** under each item of **Buildings** in the **Schedule** includes an amount in respect of architects, surveyors, legal and other professional fees necessarily incurred in the reinstatement of the **Buildings** consequent upon **Damage** but not an amount for preparing any claim. The amount payable under this

Extension shall not exceed the fees authorised under the scale of charges for the respective professional bodies at the time of **Damage**. The amount payable for **Damage** and fees shall not exceed in the aggregate the **Sum Insured** by each item.

### 2) Damage by Emergency Services

**We** will pay **You** the cost of restoring any damage caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any Specified Peril insured.

The maximum **We** will pay under this Extension shall not exceed €10,000 in the aggregate during any one **Period of Insurance**.

### 3) Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises**.

**We** will not pay for:

- a) charges incurred in respect of any **Building** which is **Unoccupied**
- b) loss of water from irrigation pipes

The maximum **We** will pay under this Extension for any one claim is €10,000.

### 4) Trace and Access

**We** will pay reasonable costs and expenses with **Our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such **Damage** is insured by this Section.

But **We** will not pay for:

- a) the cost of repairs to any fixed domestic water services or heating installation;
- b) damage resulting solely from a change in the water table level

The maximum **We** will pay under this Extension shall not exceed €25,000 in the aggregate during any one **Period of Insurance**.

### 5) Alternative Accommodation

**We** will pay **You** if a **Home** cannot be lived in or if access to it is denied as a result of **Damage** in respect of:

- a) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
- b) the cost of reasonable accommodation in kennels and/or catteries and / or stables for dogs and/ or cats and / or horses belonging to any owner or lessee in residence where such pets are not permitted in any alternative accommodation
- c) temporary storage of **Your** furniture

The maximum **We** will pay in respect of any one claim is 20% of the **Sum Insured** on the **Home**.

### 6) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

### 7) Replacement Locks & Keys

**We** will pay **You** for the cost of replacing locks and keys at the **Your Home** following theft or attempted theft:

- a) From **Your Home**;
- b) From **Your** director's homes;
- c) From the home of any authorised **Employee**;
- d) Whilst in **Your** custody or the custody of an **Employee** following theft involving violence or threat of violence

The maximum **We** will pay under this Extension for any one claim is €5,000.

### 8) Sale of Building Contracting Purchaser's Interest

If at the time of **Damage** to the **Buildings You** have contracted to sell **Your** interest in such **Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by them or on their behalf.

### 9) Underground Services

**We** will pay for the cost of repairing **Damage** to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

The maximum **We** will pay under this Extension for any one claim is €25,000.

### 10) Dumping and Fly Tipping

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside of **Your** control.

The maximum **We** will pay under this Extension for any one claim is €10,000.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

### 11) Contract Works

**We** will pay for any contract works and unfixed goods and materials, introduced to the **Home** for the purpose of alterations or improvements, for which **You** are responsible, but **We** will not pay for

- a) **Damage** where the contract works are otherwise insured

- b) the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim

The maximum **We** will pay under this Extension for any one claim is €250,000.

### 12) Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration, whereby the risk of **Damage** is increased unknown to or beyond **Your** control, provided that **You** immediately **You** become aware of the increased risk shall give notice to **Us** and pay any additional premium applicable.

### 13) Mortgagees / Freeholders / Lessors

The act or neglect of any mortgagor, leaseholder, lessee or occupier, of any **Buildings** whereby the risk of **Damage** is increased without the knowledge of any mortgagee, freeholder or lessor, shall not prejudice the interest of the latter parties in this insurance provided such parties shall notify **Us** immediately on becoming aware of such increased risk and pay any additional premium applicable.

### 14) Removal of Asbestos Debris

**We** will pay for the cost of removal of **Asbestos** debris following **Damage** at the **Premises**.

The maximum **We** will pay under this Extension for any one claim is €100,000.

### 15) Clear Up Costs (Own Property)

**We** will pay for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your** property caused by a sudden accidental and specific event.

The maximum **We** will pay under this Extension is €25,000 in the aggregate during any Period of Insurance.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

### 16) Drain Clearance

The **Sum Insured** for each item under **Buildings** extends to include **Costs and Expenses** necessarily incurred by **You** and to which **We** agree for cleaning and/or clearing drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section.

The maximum **We** will pay for any one claim under this Extension is €5,000.

### 17) Removal of nests

**We** will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from **Your Home**.

The maximum **We** will pay under this Extension is €2,000 in any **Period of Insurance**.

## SECTION 1B | HOUSEHOLD CONTENTS

### YOUR COVER

We will pay **You** in respect of **Damage to Contents** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

The maximum payable during any one **Period of Insurance** will not exceed the **Sum Insured**.

WHAT IS COVERED	WHAT IS NOT COVERED
Fire, smoke, lightning, explosion, or earthquake.	Smoke damage caused by any gradual process.
Riot, civil commotion, labour and political disturbances.	
Storm or Tempest or Flood.	a) Loss or damage attributable solely to a change in the water table level b) Loss or damage caused by frost c) <b>Damage</b> to fences, hedges or gates
Freezing of water in fixed water or fixed heating systems. Water escaping from domestic appliances or heating systems. Oil escaping from a fixed domestic heating system.	a) Loss or damage caused by leaking fumes or flue gasses b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> c) The cost of the water or oil itself
Impact or collision by any type of aircraft, animal or vehicle and anything dropped from them.	Loss or damage caused by domestic pets which belong to <b>You</b> or <b>Your Family</b> .
Malicious acts or vandalism.	a) Loss or damage by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b>
Theft or attempted theft.	a) Loss or damage by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> c) Loss by deception unless the only deception was someone tricking their way into <b>Your Home</b>
Falling trees or branches, telegraph poles or lamp posts.	
Falling aerials, wind turbines or satellite receiving equipment, their fittings or masts.	
Subsidence or Heave of the site on which <b>Your Buildings</b> stand or of land belonging to <b>Your Buildings</b> , or landslip.	a) Loss or damage caused by structures bedding down or settlement of newly made up ground b) Loss or damage caused by the coast or a riverbank being worn away c) Loss or damage caused by or from demolition, alterations or repair to <b>Your Home</b> d) Loss or damage caused by poor workmanship, materials or design
Accidental Damage to <b>Your Contents</b> .	a) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> b) <b>Damage</b> when <b>Your Home</b> is lent, let or sub-let to anyone other than <b>Your Family</b> c) Loss or damage by wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, ingress of water, gradually operating cause, process of cleaning, dyeing, repair, alteration, restoration, mechanical, electrical or electronic fault or breakdown d) Loss or damage by any cover listed elsewhere in the Household <b>Contents</b> Section and which is specifically excluded under that cover e) Loss or damage caused by or from poor or faulty design, workmanship or materials f) Deterioration of food

## BASIS OF CLAIMS SETTLEMENT

**We** will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Property Insured**.

The most **We** will pay for any one claim is

- a) the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;
- b) in respect of Valuables not exceeding a third of the **Sum Insured** for each **Home**
- c) in respect of Stamp collections not exceeding two thirds of the price quoted in the most recent Stanley Gibbons catalogue
- d) €10,000 in respect of any one item

unless otherwise stated in **Your Schedule**.

## BASIS OF CLAIMS ADJUSTMENTS

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses.

### 1) Reinstatement (Day One)

The amount payable in respect of **Property Insured** shall be the cost of reinstatement of the **Damage**;

For this purpose Reinstatement means:

- i) the rebuilding or replacement of **Property Insured** lost or destroyed which, provided **Our** liability is not increased, may be carried out
  - 1) in any manner suitable to **Your** requirements
  - 2) upon another site
- ii) the repair or restoration of **Property Insured** damaged to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new

### 2) Average

If at the time of any loss or **Damage**, the **Declared Value** as specified on **Your Schedule** is less than the total value of such property **You** shall be considered as being **Your** own **Insurer** for the difference and shall bear a rateable share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after the Condition of Average.

## SECTION EXTENSIONS

### 1) Increased Sum Insured for Christmas and Wedding Gifts

The Sums Insured in respect of **Contents** are increased by 10% during December and for a period of one month

preceding **Your** wedding or civil partnership and for a period of one month immediately after **Your** wedding or civil partnership.

### 2) Freezer Contents Extension

In the event of loss or damage to **Freezer Contents** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes **We** will pay the cost of replacement and, if incurred, the reasonable cost of hiring temporary alternative freezer space but **We** will not pay for

- a) **Loss or damage** resulting from the deliberate act of any power supply authority or the withholding or restricting of power by any power supply authority
- b) Loss or damage to **Freezer Contents** contained within freezers of 15 years of age or more

The maximum **We** will pay in respect of any one claim is the **Sum Insured**.

### 3) Household Contents Removal

**We** will pay for Accidental **Damage** to Household **Contents** while in direct transit from the **Home** for permanent removal to another, **Home** within the **Territorial Limits** carried out by professional removal contractors, including loading and unloading and while temporarily kept on the removal vehicle overnight during transit but excluding:

- a) breakage of glass, china, earthenware or similar brittle articles, unless packed by professional packers
- b) property more specifically insured

### 4) Business records

**We** will pay for the reasonable and necessary cost of reconstituting the data **You** need to continue **Your Business** following **Damage** to **Your Home** office **Business** records and electronic data.

The maximum **We** will pay under this Extension for any one claim is €10,000.

### 5) Contents in your Garden

**We** will pay for **Damage** to **Contents** in **Your Garden** excluding **Damage** to Trees, shrubs or other plants.

The maximum **We** will pay under this Extension for any one claim is €5,000.

### 6) Acquired disability

**We** will pay up to €25,000 towards the cost of reasonable and necessary alterations to the home to enable **You** to live there unassisted if you have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the **Period of Insurance**.

**We** will only do this if:

- 1) **We** agree to the alterations and our contribution towards them before the alterations are carried out; and
- 2) **You** allow a medical adviser chosen by **Us** to examine **You** and to see all medical records, if we consider it necessary

For the purpose of this extension permanently physically disabled means:

- a) that **You** have permanently lost all use of a complete arm, hand, foot or leg; or
- b) that **You** are registered blind

## SECTION 1C | PERSONAL BELONGINGS

This part of the policy sets out the cover **We** provide for **Your Contents** inside and outside **Your Home, Money** and **Credit Cards** subject to the **Sums Insured** and limits shown.

### YOUR COVER

Loss or damage to **Your Contents** that are insured under part 1C anywhere in the **Territorial Limits** and temporarily elsewhere for a total of 60 days in any **Period of Insurance** while in the possession of any of **Your Family**.

The maximum amount payable in respect of unspecified jewellery, personal effects and contents not specified is €2,500 any one item.

### BASIS OF CLAIMS SETTLEMENT

- 1) a) Where the loss or damage can be economically repaired, **We** will either arrange or authorize repair and **We** will pay the cost of repair
- b) Where the loss or damage cannot be economically repaired and the damaged or lost item can be replaced, **We** will either replace it or authorise replacement and pay the cost of replacement.  
If a replacement is not available **We** will either replace it or authorise replacement with an item of similar quality
- c) Where **We** are unable economically to repair or to replace an item with an item of similar quality, **We** will make a cash payment equal to the market value
- d) Where **We** have offered to repair or to replace an item but **You** prefer a cash settlement, **We** will make a payment based on market value at the time of loss or damage
- e) At our option, **We** will make a cash settlement equal to the cost of replacement or repairs
- f) For clothing, a deduction for wear and tear may be made

### SECTION CONDITIONS

#### 1) Proof of Value

It is a condition of **Your Policy** that in the event of loss or damage to any one article or pair or set of articles exceeding a value of €5,000, **You** shall provide **Us** with a valuation or other such proof as **We** may request before any payment can be made.

#### 2) Storage of Licensed Firearms

It is a condition of **Your Policy** that **You** must store any licensed firearms and/or shotguns when not in use in a secure, locked gun cabinet or gun safe in accordance with any current legislation covering the storage of firearms.

### SECTION EXTENSIONS

#### Personal Money and Credit Cards

**We** will pay for

- a) Loss of **Money** outside **Your Home** and the land belonging to **Your Home**, anywhere in the British Isles and temporarily elsewhere for a total of 60 days in any **Period of Insurance** while in the possession of **Your Family**
- b) Financial loss anywhere in the world resulting from any of **You** or **Your Family's Credit cards** being lost or stolen, or the **Credit card** details being fraudulently obtained, and used without the permission of any authorised cardholder

but **We** will not pay for loss or damage resulting or arising from

- a) errors or omissions in receipts, payments or accountancy
- b) loss of **Money** not reported to the police within 24 hours of discovery
- c) any authorized cardholder not following the terms and conditions under which the **Credit card** was issued
- d) Use of **Credit Cards** by any of **Your Family** without the permission of any authorised cardholder

The most **We** will pay for any one claim for **Money** and **Credits Cards** is the **Sum Insured** shown on **Your** schedule.



## SECTION 1D | CARAVANS

### YOUR COVER

**We** will pay **You** (up to but not exceeding the **Sum Insured** shown in the **Schedule**) for the **Caravan** as described in **Your Schedule**, furniture, fixtures and fittings and **Contents** whilst kept in or on the **Caravan**, awnings and toilet tents, anywhere in the **Territorial Limits** and temporarily elsewhere for a total of 60 days in any **Period of Insurance** while in the possession of any of **Your Family**.

### BASIS OF CLAIMS SETTLEMENT

- a) Where the loss or damage can be economically repaired, **We** will either arrange or authorise repair and **We** will pay the cost of repair
- b) Where the loss or damage cannot be economically repaired and the damaged **Caravan** can be replaced, **We** will either replace it or authorise replacement or pay the cost of replacement
- c) Where **We** are unable economically to repair or to replace an item with an item of similar quality, **We** will make a cash payment equal to the market value
- d) Where **We** have offered to repair or to replace an item but **You** prefer a cash settlement, **We** will make a payment based on market value at the time of loss or damage
- e) At our option, **We** will make a cash settlement equal to the cost of replacement or repairs

### SECTION EXTENSIONS

#### Alternative accommodation

**We** will pay **You** if the **Caravan** becomes uninhabitable as a result of **Damage** whilst being used by **You** for touring or holiday purposes additional costs of hiring an alternative caravan for a maximum of 15 days in any one **Period of Insurance**.

The maximum **We** will pay for any one claim under this Extension is €2,500.

#### Additional Costs

Following **Damage** to the **Caravan** we will pay the reasonable costs of:

- 1) Protection and removal of the **Caravan** to the nearest repairer and return to the **Home** or address specified by **You**
- 2) Where **Damage** occurs outside of the **Territorial Limits** and cannot be economically repaired before **You** intended to return **Home**
  - a) Removing the caravan to port of embarkation
  - b) Additional freight charges from that port to the **Territorial Limits**

- c) The enforced customs duty on the **Caravan** being temporarily imported into any country being a member of the European Union
- d) Returning the **Caravan Home** from the **Territorial Limits** port

The maximum **We** will pay for any one claim under this Extension is €2,500.

### SECTION EXCEPTIONS

- a) Loss or **Damage** to awnings or the tent of a trailer tent by storm
- b) Loss or damage caused by wear and tear, seepage of water into the **Caravan** through seams or seals, depreciation, insects, vermin, fungus, gradually operation cause, atmospheric or climatic conditions, repair or restoration
- c) **Damage** to tyres by the application of brakes or by road punctures, cuts or bursts
- d) Loss or damage caused deliberately by any person having use of the **Caravan**

## SECTION 1E | LIABILITIES 1A, 1B, 1C, 1D & 1E

### 1) Home Owner's Liability - only applicable if Part 1A is insured

**We will pay You:**

all sums which **You** shall become legally liable to pay as Damages arising from **Your** ownership of the **Home** (including interest) and including;

- a) **Claimants' Costs and Expenses**, if **You** are ordered to pay them or paid with **Our** written consent
- b) all **Costs and Expenses**, incurred by **You** with **Our** written consent in defending any claim under this extension
- c) solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be payable under this Extension or at any coroner's inquest or fatal accident inquiry

**Our** liability under this Extension for all damages (including interest) payable in respect of any one occurrence or in the aggregate in respect of a series of occurrences arising out of any one original cause, shall not exceed the amount specified in **our Schedule**.

**We** shall not be liable for any legal liability caused by or arising from:

- a) any profession, business or trade other than owning the **Home** and the accommodation of paying guests
- b) **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement with **You**
- c) **Damage to Property Insured** belonging to or in the charge of or under **Your** control
- d) any agreement which would not have attached in the absence of such agreement
- e) the ownership or occupation of land or buildings other than the **Buildings**
- f) any action brought against the **You** in any court outside the European Union
- g) **Bodily Injury to You**

### 2) Personal Liability - only applicable if Part 1B is insured

**We will pay You for:**

- a) all sums which **You** shall become legally liable to pay as damages (including interest)
- b) **Claimants' Costs and Expenses**, if **You** are ordered to pay them or paid with **Our** written consent
- c) all **Costs and Expenses**, incurred by **You** with **Our** written consent in defending any claim under this extension

- d) solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be payable under this Extension or at any coroner's inquest or fatal accident inquiry arising from:
  - a) the occupation of the **Home** but not its ownership or
  - b) the private pursuits of **You** or **Your Family**

**We** will also pay **You** in the event of an incident occurring, during the **Period of Insurance**, which results in a judgement for damages being obtained by **You**, in any court situate in the **Territorial Limits** if the award has remained unsatisfied in whole or in part three months after the date of such judgement, the amount of such damages and any awarded costs to the extent that they remain unsatisfied provided that:

  - i) there is no appeal outstanding; and
  - ii) that **You** would have been entitled to payment under this Extension had **Your** position and the position of the party responsible been reversed

**Our** liability under this Extension for all damages (including interest) payable in respect of any one occurrence or in the aggregate in respect of a series of occurrences arising out of any one original cause, shall not exceed the amount specified in **Your Schedule**.

**We** will not pay for any legal liability claims caused by or arising from:

- a) the ownership, possession or use by **You** or on **Your** behalf of any craft other than hand or foot propelled watercraft
- b) the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle (or trailer attached to a vehicle) licensed for road use under the Road Traffic Act(s)
- c) the ownership, possession or use by **You** or on **Your** behalf of any aircraft including models
- d) the ownership, possession or use by **You** or on **Your** behalf of any animals other than domestic cats, dogs and horses (when being used for private purposes)
- e) the ownership, possession or use by **You** or on **Your** behalf of any firearms other than sporting guns whilst being used within the **Territorial Limits** only
- f) the ownership, possession or use by **You** or on **Your** behalf of any dogs referred to in the Control of Dogs Act 1986 or the Dangerous Dogs Act 1991 or any amending legislation;
- g) any professional or **Business** activities carried out by **You** or on **Your** behalf
- h) malpractice by **You** or on **Your** behalf
- i) the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment, by **You** or on **Your** behalf

- j) any treatment used, practised or performed by **You** or on **Your** behalf other than when performing first aid
- k) any surgical operation or medical procedure performed by **You** or on **Your** behalf
- l) **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement with **You**
- m) Loss or damage to property belonging to or in the charge of **You** or under **Your** control
- n) any agreement which would not have attached in the absence of such agreement
- o) the ownership or occupation of land or buildings
- p) the transmission of any communicable disease
- q) any action brought against **You** in any court outside the European Union
- r) **Bodily Injury to You**

### 3) Liability to Domestic Staff

**We** will pay **You** for:

- a) all sums which **You** shall become legally liable to pay as damages (including interest)
- b) **Claimants' Costs and Expenses**, if **You** are ordered to pay them or paid with **Our** written consent; for death or **Bodily Injury** to **Domestic Staff** arising out of their employment within the **Territorial Limits** but **We** will not pay for legal liability claims arising from death or **Bodily Injury** sustained by **Domestic Staff**
  - i) carried in or upon a vehicle or
  - ii) entering or getting on to or alighting from a vehicle where death or **Bodily Injury** is caused or arises out of the use by **You** of a vehicle

For the purposes of this extension the words "vehicle" and "use" have the same meaning as in the Road Traffic Acts.

**Our** liability under this Extension for all damages (including interest) payable in respect of any one occurrence or in the aggregate in respect of a series of occurrences arising out of any one original cause, shall not exceed €13,000,000.

### 4) Tenants Liability - only applicable if Part 1B is insured

**We** will pay for **Damage** to the construction of the **Building** including structural fixtures and fittings and internal decorations, caused by any of the Perils (where stated as operative in the **Schedule**) or accidental **Damage** to drains, pipes, cables and underground tanks (including their relevant inspection covers), providing services to or extending from the **Building** to the public supply, for which **You** are legally responsible as the tenant.

**Our** liability under this Extension shall not exceed 25% of the **Contents Sum Insured** in any one **Period of Insurance**.

## SECTION EXCEPTIONS 1A, 1B, 1C, 1D AND 1E

**We** will not pay for:

- a) The **Excess** stated in **Your Schedule**
- b) Loss or damage to motor vehicles, watercraft, aircraft or animals (unless otherwise specified in **Your Schedule**)
- c) property or legal liability more specifically insured
- d) property left in an unattended motor vehicle unless all doors, windows and the boot or hatchback, are closed and securely locked
- e) any wilful or malicious acts by **You**
- f) loss or damage to any one article or pair or set of articles with a value in excess of that specified in the **Schedule**
- g) loss or damage to pedal cycles
  - i) by theft if left unattended anywhere other than at the **Home** unless immobilised by a security device; or
  - ii) when being used for or practising for, racing, pacemaking or time trials
- h) loss or damage to Sports Equipment whilst in use
- i) loss or damage caused by or resulting from riot, civil commotion or strikes outside the **Territorial Limits**
- j) loss or damage caused by or resulting from wear and tear, the action of light or atmosphere or any other gradually operating cause, moths, vermin or insects
- k) loss or damage caused by or resulting from misuse or use contrary to manufacturers' instructions or interference with any component part
- l) loss or damage caused by or resulting from any process of cleaning, dyeing, restoring, adjusting or repairing
- m) loss or damage caused by or resulting from corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
- n) loss or damage to any item arising from its own mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair
- o) erasure or distortion of information, on computer systems or other records
- p) loss or damage by confiscation or detention, by Customs or other officials or authorities
- q) loss or damage following dishonesty or fraudulent action by any person lawfully in the **Home**
- r) loss or damage by chewing, scratching, tearing or fouling, by domestic pets
- s) claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury

## SECTION 2 | PROPERTY OWNERS

### SECTION 2A | PROPERTY DAMAGE

#### SPECIAL DEFINITIONS

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section in **bold** type. They should also be read in conjunction with the Definitions at the start of the **Policy**.

##### Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights, and rooflights and glass fixed in wall mirrors, shelves, showcases and counter-cases, including lettering fixed to such glass.

##### Landlords Contents (including Common Parts)

- a) fixtures and fittings that do not form part of the structure, furniture and furnishings owned by **You** or for which **You** are responsible up to a limit stated in the **Schedule**
- b) video, audio, building management systems and security equipment, and other similar property belonging to **You** and for which **You** are responsible as landlord up to the limit of €5,000 per **Premises** unless stated otherwise in the **Schedule** but excluding

- i) curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds €1,000
- ii) property more specifically insured under other insurances
- iii) partners, directors and **Employees** personal effects whilst at the **Premises** for an amount exceeding €500 any one person

##### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

##### Shop Front

The whole front, all fixed glass in it, frames and if fixed to the **Building(s)** any shutters, blinds, lettering, ornamenting, alarm foil and fittings belonging to **You** or for which **You** are responsible.

##### Unoccupied

When the **Building** is:

- a) without sufficient furniture for day to day living or working purposes
- b) sufficiently furnished for day to day living or working purposes but has not been occupied by **You** (or a person **You** have authorised) for more than 60 days

### YOUR COVER

**We** will pay **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following **Specified Perils** as they appear in the **Schedule**.

SPECIFIED PERILS (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	BUT WE WILL NOT PAY FOR DAMAGE
Fire	a) caused by explosion resulting from fire b) caused by earthquake or subterranean fire c) to that portion of any item of the <b>Property Insured</b> caused by its own self ignition leakage of electricity, short circuiting or over running d) caused by <ol style="list-style-type: none"> <li>i) its own spontaneous fermentation or heating</li> <li>ii) it undergoing any heating process or involving the application of heat</li> </ol>
Lightning	
Explosion	a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only b) to any vessel, machine or apparatus or its contents resulting from explosion but this shall not exclude <b>Damage</b> caused by explosion of any boiler or gas appliance used for domestic purposes only
Aircraft and/or other aerial devices and/or articles dropped therefrom	

Earthquake or Subterranean Fire	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	<p>a) arising from the cessation of work</p> <p>b) arising from confiscation or destruction or requisition by order of the Government or any public authority</p> <p>c) caused by a person who is lawfully in the <b>Building</b></p> <p>d) in respect of any <b>Building</b> which is <b>Unoccupied</b> or not in use</p>
Storm or Tempest or Flood	<p>a) attributable solely to change in the water table level; or</p> <p>b) caused by</p> <ul style="list-style-type: none"> <li>i) subsidence, ground heave or landslide</li> <li>ii) frost</li> <li>iii) felling, lopping, pruning of trees; or</li> <li>iv) to fences, gates and moveable property in the open or to open sided <b>Buildings</b></li> </ul>
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	<p>a) caused by water discharged or leaking from an automatic sprinkler installation</p> <p>b) whilst the <b>Building</b> is <b>Unoccupied</b></p>
Impact by any vehicle, train, including items dropped from them, or animal	
Impact by Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	
Accidental Escape of Water from any Automatic Sprinkler Installation fitted in the Premises	<p>a) caused by explosion, earthquake, subterranean fire or heat caused by fire</p> <p>b) caused by repairs, alterations or extensions to the <b>Buildings</b> and/or sprinkler installations; or</p> <p>c) to the automatic sprinkler installation itself other than loss or damage caused by water accidentally discharged or leaking from the installation</p> <p>Subject to the following special condition</p> <ul style="list-style-type: none"> <li>i) when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed, <b>You</b> must advise <b>Us</b> and obtain <b>Our</b> prior agreement to such repairs, changes or alterations</li> <li>ii) <b>We</b> must have access to the <b>Premises</b> at all reasonable times for the purpose of inspection and <b>We</b> will notify <b>You</b> of any defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs. <b>We</b> may also suspend cover under this Specified Peril until such alterations or repairs have been completed to <b>Our</b> approval</li> </ul>
Theft or attempted Theft involving entry or exit from the Buildings by forcible and violent means	<p>a) to property in any garden yard, paving, trees, plants and landscaping</p> <p>b) caused by or through any tenants of the <b>Buildings</b> or any of <b>Your</b> partners, <b>Your Family</b>, directors or <b>Employees</b></p> <p>c) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</p> <p>d) whilst the <b>Building</b> is <b>Unoccupied</b></p>
Subsidence, Ground Heave or Landslip of any part of the Premises on which the property stands.	<p>a) arising from the settlement or movement of made-up ground or by coastal or river erosion</p> <p>b) arising from collapse, cracking, shrinkage, expansion or settlement of <b>Buildings</b></p> <p>c) occurring as a result of the construction, demolition, alteration or structural repair of any <b>Buildings/structures</b> at the <b>Premises</b></p> <p>d) arising from the normal settlement or bedding down of new structures</p> <p>e) commencing prior to the inception of cover under this <b>Policy</b></p> <p>f) to forecourts, car parks, roads, pavements, yards, patios, walls, gates, fences, landlords fixtures and fittings, paved areas or footpaths unless such property is specifically insured by this Section and if <b>Damage</b> occurs to the <b>Buildings</b> to which such property applies and those <b>Buildings</b> are insured by Section 2 of this <b>Policy</b></p>

Accidental Damage	<p>a) caused by or specifically excluded from any of the Specified Perils in this Section</p> <p>b) caused by or consisting of</p> <ul style="list-style-type: none"> <li>i) inherent vice, latent defect, gradual deterioration, change in water table level, frost, wear and tear</li> <li>ii) faulty or defective design or materials, faulty or defective workmanship, operational error or omission by <b>You, Your</b> partners, directors, or <b>Employees</b>, or contracted consultants</li> </ul> <p>but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded</p> <p>c) caused by or consisting of</p> <ul style="list-style-type: none"> <li>i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects</li> <li>ii) change in temperature, colour, flavour, texture or finish the action of light or atmosphere</li> <li>iii) joint leakage, failure of welds, cracking, fractioning, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them</li> <li>iv) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates</li> </ul> <p>but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded</p> <p>d) caused by or consisting of</p> <ul style="list-style-type: none"> <li>i) settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip</li> <li>ii) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</li> </ul> <p>e) <b>Damage to Buildings</b> caused by their own collapse or cracking however <b>We</b> will pay <b>You</b> in respect of such <b>Damage</b> if it results from a Specified Peril and is not otherwise excluded</p> <p>f) in respect of</p> <ul style="list-style-type: none"> <li>i) <b>Buildings</b> or structures in course of construction or erection and materials or supplies in connection with all such construction or erection</li> <li>ii) land, road, pavements, piers, jetties, bridges, culverts or excavations</li> <li>iii) fixed glass and sanitary ware other than as defined in <b>Buildings</b> unless specifically stated in the <b>Schedule</b> and the <b>Damage</b> is not otherwise excluded</li> </ul> <p>g) arising from any acts of fraud or dishonesty</p>
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## BASIS OF CLAIMS SETTLEMENT

**We** will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Property Insured**.

The most **We** will pay for any one claim is the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;

## BASIS OF CLAIMS ADJUSTMENTS

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses.

### 1) Reinstatement (Day One)

The amount payable in respect of **Buildings** and **Landlords Contents** shall be either

- a) the cost of reinstatement of the **Damage**  
For this purpose Reinstatement means:
  - i) the rebuilding or replacement of **Buildings** or **Landlords Contents** lost or destroyed which, provided **Our** liability is not increased, may be carried out
    - 1) in any manner suitable to **Your** requirements
    - 2) upon another site
  - ii) the repair or restoration of **Buildings** or **Landlords Contents** damaged to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new; or
- b) **You** can choose a modern materials basis of settlement which means
  - i) in the event of total destruction of the **Buildings** or **Landlords Contents** the cost of providing a modern building with comparable facilities
  - ii) in the event of **Damage** the cost of repair using modern materials

Provided that the overall cost of replacement / repair on this basis is no more than the cost that would have been incurred by reinstating the **Buildings** or **Landlords Contents** in its existing style.

### 2) Average

If at the time of any **Damage**, the Declared Value as stated on **Your Schedule** is less than 85% of the total value of such property (or if replaced / repaired in modern materials the value of such property on this basis of settlement) **You** shall be considered as being **Your** own Insurer for the difference and shall bear a proportionate share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after this Condition of Average.

## SECTION EXTENSIONS

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**.

### 1) European Union and Public Authorities Clause

Following **Damage** to each item under **Buildings We** will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any:

- a) European Union legislation; or
- b) building or other regulations under or framed in pursuance of any Act of Parliament or by- laws of any public authority (both of which are defined as Regulations for the purposes of this Extension) in respect of
  - i) the **Buildings** the subject of the **Damage**;
  - ii) undamaged portions of the **Buildings**;
  - iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**

This Extension does not apply to:

- a) The cost incurred in complying with the Regulations:
  - i) in respect of **Damage** occurring prior to inception of this **Policy**
  - ii) in respect of **Damage** not insured by this Section
  - iii) under which notice has been served upon **You** prior to the happening of the **Damage**
  - iv) for which there is an existing requirement which has to be implemented within a given period in respect of undamaged **Buildings** or undamaged portions of the **Buildings** other than foundations of that portion of the **Buildings** the subject of the **Damage**
- b) The additional cost that would have been required to make good the **Buildings** the subject of the **Damage** to a condition equal to their condition when new had the necessity to comply with the Regulations not arisen
- c) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner by reason of compliance with Regulations

It is a condition of **Your Policy** that

- i) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow and may be earned out upon another site (if the Regulations so necessitate) subject to **Our** liability under this Extension not being increased
- ii) if **Our** liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and

Exceptions of this Section then **Our** liability under this Extension in respect of any such item shall be reduced by the same proportion;

- iii) the total amount recoverable under any item of this Section shall not exceed:
  - 1) for undamaged portions of the **Buildings** (other than foundations) 20% of the **Sum Insured** for that item at the **Premises** where the **Damage** occurred;
  - 2) for other items, the **Sum Insured**

## 2) Repairs And Alterations

Joiners and other tradesmen may be employed to effect repairs or minor structural alterations in all or any of the **Buildings** and **Landlords Contents** insured without prejudice to the insurance.

## 3) Sprinkler Installation Upgrading Costs

If, following **Damage**, **We** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **We** will pay the costs incurred by **You** provided that at the time of the **Damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of original installation but did not conform to subsequent amendments to such rules.

## 4) Capital Additions

**We** pay **You** for:

- a) any newly acquired **Buildings**;
- b) alterations, additions and improvements to the **Buildings** but not in respect of any appreciation in value

Within the **Territorial Limits**

The maximum **We** will pay in respect of any one Location under this Extension is:

- i) €500,000 in respect of any newly built and/or newly acquired **Buildings**
- ii) €500,000 or 20% of the existing **Buildings Sum Insured** in respect of alterations, additions and improvements to the **Buildings**

It is a condition of **Your Policy** that **You** undertake to give particulars of such Capital Additions as soon as practicable but at least within three months and specifically insure such Capital Additions with **Us** from the date **Our** liability commenced and pay the additional premium required.

## 5) Architects, Surveyors, Legal and Other Professional Fees

The **Sum Insured** under each item of **Buildings** in the **Schedule** includes an amount in respect of architects, surveyors, legal and other professional fees necessarily incurred in the reinstatement of the **Buildings** consequent upon **Damage** but not an amount

for preparing any claim. The amount payable under this Extension shall not exceed the fees authorised under the scale of charges for the respective professional bodies at the time of **Damage**. The amount payable for **Damage** and fees shall not exceed in the aggregate the **Sum Insured** by each item.

## 6) Removal of Debris

The **Sum Insured** for **Buildings** and Landlord **Contents** includes **Costs and Expenses** incurred with **Our** consent for:

- a) Removal of debris;
- b) Dismantling or demolishing;
- c) Shoring up or propping of the portion or portions of the **Buildings** sustaining **Damage** by any of the Specified Perils

**We** will not pay **You** under this Extension in respect of **Costs and Expenses**:

- i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- ii) arising from pollution or contamination of property not insured under this Section;
- iii) more specifically insured elsewhere

The maximum **We** will pay under this Extension for any one claim is €25,000.

## 7) Removal of Asbestos Debris

**We** will pay for the cost of removal of **Asbestos** debris following **Damage** to the **Buildings**.

The maximum **We** will pay under this Extension for any one claim is €100,000.

## 8) Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises**.

**We** will not pay for:

- a) charges incurred in respect of any **Building** which is **Unoccupied**
- b) loss of water from irrigation pipes

The maximum **We** will pay under this Extension for any one claim is €10,000.

## 9) Trace and Access

**We** will pay reasonable costs and expenses with **Our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such **Damage** is insured by this Section. **We** will not pay for:

- a) the cost of repairs to any fixed domestic water services or heating installation;
- b) damage resulting solely from a change in the water table level



The maximum **We** will pay under this Extension shall not exceed €25,000 in the aggregate during any one **Period of Insurance**.

#### 10) Alternative Accommodation

**We** will pay **You** if a **Home** cannot be lived in or if access to it is denied as a result of **Damage** in respect of:

- a) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
- b) the cost of reasonable accommodation in kennels and/or catteries and / or stables for dogs and/ or cats and / or horses belonging to any owner or lessee in residence where such pets are not permitted in any alternative accommodation
- c) temporary storage of **Your** furniture

The maximum **We** will pay in respect of any one claim is 20% of the **Sum Insured** on the **Home**.

#### 11) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

#### 12) Replacement Locks & Keys

**We** will pay **You** for the cost of replacing locks and keys at **Your Premises** following theft or attempted theft:

- a) From **Your** home
- b) From **Your** director's homes
- c) From the home of any authorised **Employee**
- d) whilst in **Your** custody or the custody of an **Employee** following theft involving violence or threat of violence

The maximum **We** will pay under this Extension for any one claim is €5,000.

#### 13) Sale of Building Contracting Purchaser's Interest

If at the time of **Damage** to the **Buildings** **You** have contracted to sell **Your** interest in those **Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by them or on their behalf.

#### 14) Fixed Glass

Following **Damage** to fixed **Glass**, **We** will pay the cost of:

- a) any necessary temporary boarding-up of broken **Glass** pending full replacement
- b) removing and re-fixing window fittings and other obstacles to replacing broken **Glass** and replacing alarm foil on **Glass**
- c) **Damage** to framework and to **Landlords Contents** caused by broken **Glass**

#### 15) Fire Extinguishing Expenses

**We** will pay **You** in respect of **Costs and Expenses** incurred in refilling recharging or replacing any:

- a) portable fire extinguishing appliances;
- b) local fire suppression system;
- c) fixed fire suppression system;
- d) sprinkler installation; or
- e) sprinkler heads

as a result of **Damage** as insured by this Section.

**We** will not pay **You** under this Extension in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service.

It is a condition of **Your Policy** that **You** must maintain all such equipment in accordance with the manufacturer's instructions.

The maximum **We** will pay in respect of any one claim under this extension is €10,000.

#### 16) Contractors' Interest

Where **You** are required to effect insurance on the **Buildings** in the joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Buildings** as joint Policyholder is noted.

It is a condition of **Your Policy** that **You** must:

- a) provide **Us** with details of any single contract valued in the excess of €250,000 prior to work commencing; and
- b) pay an additional premium if required

#### 17) Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by **You** (including 'self -supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that:

- a) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** following **Damage** and **We** have paid or have agreed to pay for such **Damage**
- b) if any payment by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this Extension resulting from that **Damage** will be reduced by the same proportion
- c) **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged **Building**
- d) where an option to reinstate on another site is exercised **Our** liability under this Extension will not exceed the amount of tax that would have been payable had the building been built on its original site
- e) **Our** liability under this Extension will not include amounts payable by **You** as penalties or Interest for non-payment or late payment of tax

The following amendments are made to the **Policy** in respect of this Extension only:

- i) for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax
- ii) **Our** liability may exceed the **Sum Insured** where such excess is solely in respect of Value Added Tax

#### 18) Drain Clearance

The **Sum Insured** for each item under **Buildings** extends to include **Costs and Expenses** necessarily incurred by **You** and to which **We** agree for cleaning and/or clearing drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section.

The maximum **We** will pay for any one claim under this Extension is €5,000.

#### 19) Malicious Damage by Tenants

**We** will pay **You** for **Damage** caused maliciously by the tenant of the **Buildings**.

The maximum **We** will pay for any one claim under this Extension is €10,000.

#### 20) Mortgages and Other Interests

The interest of the Leaseholder(s), Mortgagee(s) and Tenant(s) in the individual portions of the **Buildings** or **Landlords Contents** to which their interest applies is noted provided that **You** advise **Us** of the interest in the event of a claim. The interest of **You** or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any **Buildings** or **Landlords Contents** whereby the risk of **Damage** is increased without the authority or knowledge of **You** or the Mortgagee(s) provided that **You** or Mortgagees shall immediately on becoming aware of any increased risk give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require.

#### 21) Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration, whereby the risk of **Damage** is increased unknown to or beyond **Your** control, provided that immediately **You** become aware of the increased risk shall give notice to **Us** and pay any additional premium applicable.

#### 22) Underground Services

**We** will pay **You** the cost of repairing **Damage** to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

The maximum **We** will pay for any one claim under this Extension is €25,000.

#### 23) Damage by Emergency Services

**We** will pay **You** the cost of restoring any damage caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any Specified Peril insured under this.

The maximum **We** will pay under this Extension is €10,000 in any one **Period of Insurance**.

#### 24) Removal of nests

**We** will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from **Your Premises**.

The maximum **We** will pay under this Extension is €2,000 in any **Period of Insurance**.

#### 25) Dumping and Fly Tipping

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside of **Your** control.

The maximum **We** will pay under this Extension for any one claim is €10,000.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

#### 26) Clear Up Costs (Own Property)

**We** will pay for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your** property caused by a sudden accidental and specific event.

The maximum **We** will pay under this Extension is €25,000 in the aggregate during any **Period of Insurance**.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

#### 27) Personal property of visitors and domestic employees

**We** will insure the personal property belonging to **Your** visitors and domestic employees who do not live in the Private House against physical loss or physical damage covered under this section occurring in the Private House during the **Period of Insurance**.

The most **We** will pay is €2,500.

#### 28) Contract Works

**We** will pay for any contract works and unfixed goods and materials, introduced to the **Premises** for the purpose of alterations or improvements, for which **You** are responsible, but **We** will not pay for

- a) **Damage** where the contract works are otherwise insured
- b) the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim

The maximum **We** will pay under this Extension for any one claim is €250,000.

## SECTION CONDITIONS

The following conditions apply to this Section:

### 1) Reinstatement

If any **Buildings** or **Landlords Contents** is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans, documents, books, and information as may be reasonably required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to pay in respect of any one of the items insured more than its **Sum Insured**.

### 2) Flat and Felt Roof

It is a condition under this Section of **Your Policy** in respect of storm or flood that any flat or felt roof shall be kept in a good state of repair and shall have been inspected at least annually by a qualified roofing contractor and any defects brought to light by that inspection shall be repaired immediately and evidence of this inspection kept and produced if required by **Us**.

### 3) Waste

It is a condition of **Your Policy** in respect of any **Damage** to **Property Insured** by fire or explosion that:

- a) all hazardous and/or combustible trade waste such as sawdust, shavings, clippings or cuttings be swept up and bagged daily and removed from the **Premises** at least once a week. If such waste is stored external to the **Buildings** pending collection it should be stored either in metal lidded containers or at a distance of at least five metres from any building
- b) all oily and/or greasy waste and cloths which remain in the **Buildings** overnight be kept in metal lidded containers

## SECTION EXCEPTIONS

**We** will not pay **You** under this Section for:

- 1) The **Excess** stated in **Your Schedule**
- 2) **Pollution and Contamination**

Loss or damage, caused by or arising from pollution or contamination except (unless otherwise excluded) loss or damage to the **Property Insured** caused by:

- a) pollution or contamination which itself results from a Specified Peril
- b) any of the Specified Perils which itself results from pollution or contamination

## SECTION 2B | LOSS OF RENTAL INCOME

### SPECIAL DEFINITIONS

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section in **bold** type. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** during which the **Rental Income** shall be affected in consequence.

#### Maximum Indemnity Period

The period stated in the **Schedule**.

#### Rental Income

The money paid or payable to **You** by tenants for rental of the **Premises** and for the services provided in connection with the **Business** at the **Premises**.

#### Calculated Rent

- a) for occupied **Premises** or occupied parts of **Premises**. The amount of the actual annual Rent at commencement of the **Period of Insurance** plus increases as a result of rent reviews known to be due during such **Period of Insurance**, proportionately increased when the **Maximum Indemnity Period** exceeds 12 months
- b) for **Premises** or parts of **Premises** that are **Unoccupied** for a period exceeding 30 consecutive days. A professional valuation, based upon leases expected to be signed or in course of negotiations and upon rent of similar premises in the same locality, estimating, at commencement of the **Period of Insurance**, the amount of Rent to be payable during such **Period of Insurance** and during related subsequent Periods of Insurance when the **Maximum Indemnity Period** exceeds 12 months

#### Loss of Rent

The amount by which the **Rental Income** during the Indemnity Period falls short of the **Rental Income** which would have been received but for the **Damage**.

#### Increased Costs of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period**.

#### Re-letting Costs

The expenditure necessarily and reasonably incurred in consequence of **Damage** in re-letting the **Premises**, including legal fees or other charges incurred solely in consequence of such re-letting.

### YOUR COVER

**We** will pay **You** in respect of **Loss of Rent** resulting from **Damage** at the **Premises** occurring during the **Period of Insurance** caused by the operation of a Specified Peril under Section 2 of the **Policy** unless otherwise stated in the **Schedule** provided that:

- a) payment shall have been made or liability admitted for the **Damage** under Section 2A - Property **Damage** or
- b) payment would have been made or liability admitted under Section 2A - Property **Damage** but for the operation of an **Excess**

**We** will also pay **You** for **Increased Costs of Working** and **Re-letting Costs**.

#### Basis of Settlement & Limit of Indemnity

The most **We** will pay in total under this Section for any combination of:

#### Loss of Rent;

#### Increased Costs of Working; and

#### Re-letting Costs;

is the **Sum Insured** stated on the **Schedule** for this Section.

### BASIS OF CLAIMS SETTLEMENT ADJUSTMENTS

**We** will not pay for:

- a) **Increased Costs of Working** exceeding the amount of **Loss of Rent** thereby avoided
- b) legal fees or other charges payable by any new tenant acquired in re-letting **Premises** in consequence of **Damage**
- c) any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of Rent that may cease or be reduced

In calculating the amounts **We** will pay **You** as indemnity, adjustments shall be made in accordance with the following clauses:

#### Average

If the **Sum Insured** for **Rental Income** is less than the **Calculated Rent**, the amount payable by **Us** to **You** will be proportionately reduced.

## SECTION EXTENSIONS

### 1) Prevention of Access

**We** will pay **You** in respect of interruption or interference with the **Business** within 0.5 miles of the **Premises** as a result of **Damage** caused by any of the Specified Perils insured under Sections 2 of this **Policy** which prevents or hinders use of or access to the **Premises** whether the **Premises** have been damaged or not. The maximum **We** will pay is €50,000 any one claim.

### 2) Public Utilities - Water, Gas or Electricity

In the event of accidental failure of **Your** public supply of electricity, gas or water at the terminal ends of **Your** suppliers' service feeders to the **Premises** **We** will pay **You** for any resulting reduction in **Rental Income**, however **We** will not pay **You** under this Extension in respect of:

- a) accidental failure which lasts less than 4 hours
- b) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- c) accidental failure caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- d) any industrial action
- e) drought or other weather conditions unless equipment has been damaged caused by those conditions
- f) **Premises** outside the **Territorial Limits**

The maximum **We** will pay under this Extension is €50,000 in respect of any one claim unless otherwise stated in the **Schedule**.

### 3) Telecommunications

In the event of accidental failure of the public supply of telecommunication services at the incoming line terminals or receivers at the **Premises** **We** pay **You** in respect of any resulting reduction in **Rental Income**, however **We** will not pay **You** in respect of accidental failure:

- a) lasting less than 24 consecutive hours
- b) caused by any industrial action or other deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- c) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- d) caused by atmospheric or other weather conditions unless equipment has been damaged caused by those conditions
- e) **Premises** outside the **Territorial Limits**
- f) caused by failure of any satellite

The maximum **We** will pay under this Extension is €50,000 in respect of any one claim unless otherwise stated in the **Schedule**.

### 4) Disease, Murder and Defective Sanitation

**We** will pay **You** in respect of reduction in **Rental Income** as a result of an occurrence of

- a) acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia, Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever at the **Premises**

- b) murder or suicide at the **Premises**

- c) an accident which causes defects in the drains or other sanitary arrangements at the **Premises**

- d) vermin or pests at the **Premises** where use of the **Premises** is restricted on the advice or order of the competent authority

However, **We** will not pay **You** under this Extension in respect of:

- i) costs incurred in cleaning, repair, replacement, recall or checking of property
- ii) losses arising from **Premises** other than those directly affected by the occurrence
- iii) any other loss in respect of reduction in **Rental Income**

The maximum **We** will pay under this Extension is €25,000 in respect of the total of all losses occurring during the **Period of Insurance** unless otherwise stated in the **Schedule**.

### 5) Auditors and Professional Accountants and Legal Fees

**We** will pay for auditors, professional accountants and solicitors reasonable charges for:

- a) producing information **We** require for investigating any claim
- b) confirming the information is in accordance with **Your Business** books
- c) determining **Your** contractual rights under any rent cesser clause or insurance break clause contained in the lease

### 6) Capital Additions

**We** will pay **You** for **Loss of Rent, Increased Costs of Working** and Re-letting **Costs** in respect of:

- a) any newly acquired **Premises** not otherwise insured
- b) alterations, additions and improvements to the **Buildings** at the **Premises** but not in respect of any appreciation in value within the **Territorial Limits**

The maximum **We** will pay in respect of any one **Location** under this Extension is:

- i) €100,000 in respect of **Loss of Rent** for one newly built and/or newly acquired **Premises**

- ii) €100,000 or 20% of the existing **Loss of Rent Sum Insured** whichever is lower in respect of alterations, additions and Improvements to **Buildings** at the **Premises**

It is a condition of **Your Policy** that **You** undertake to give particulars of such Capital Additions as soon as practicable but in any event within three months and specifically insure such Capital Additions with **Us** from the date **Our** liability commenced and pay the additional premium required by **Us**.

#### 7) Buildings Awaiting Sale

If at the time of **Damage You** have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely due to the **Damage We** will pay at **Your** option either:

- a) the **Loss of Rent** receivable from the date of **Damage** until the **Buildings** would have been sold or the expiry of the **Indemnity Period** if earlier; or
- b) the loss in respect of interest from the date the **Buildings** would have been sold if the **Damage** had not occurred to the actual date of sale or the expiry of the **Indemnity Period** if earlier the loss in respect of interest being
  - i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **Business**
  - ii) the investment interest lost to **You** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph i) above); less any amount of rent receivable

**We** will also pay additional expenditure being the expenditure necessarily and reasonably incurred with **Our** prior written consent during the **Indemnity Period** following **Damage** solely to avoid or minimise the loss payable under i) and ii) above.

#### 8) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section.

**You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

#### 9) Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

#### 10) Payments on Account

**We** will make payments on account during the **Indemnity Period** if liability has been finally settled and determined, if **You** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

## SECTION EXCEPTIONS

The following exceptions apply to this Section. **We** will not pay **You** under this Section for:

- 1) The **Excess** stated in **Your Schedule**
- 2) **Pollution and Contamination**
  - Loss or damage caused by or arising from pollution or contamination except (unless otherwise excluded) loss or damage caused by
    - a) Pollution or contamination which itself results from a Specified Peril
    - b) any of the Specified Perils which itself results from pollution or contamination

## SECTION 2C | PROPERTY OWNERS LIABILITY

### YOUR COVER

**We** will pay **You** all sums which **You** shall become legally liable to pay as Damages arising from **Your** ownership of the **Buildings** (including interest) and including;

- a) **Claimants' Costs and Expenses**, if **You** are ordered to pay them or paid with **Our** written consent
- b) all **Costs and Expenses**, incurred by **You** with **Our** written consent in defending any claim under this extension
- c) solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be payable under this Extension or at any coroner's inquest or fatal accident inquiry

### LIMIT OF INDEMNITY

**Our** liability for all damages including **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

### SECTION EXTENSIONS

#### 1) Cross Liabilities

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate policy had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**.

### SECTION EXCEPTIONS

**We** shall not be liable for any legal liability caused by or arising from:

- a) any profession, business or trade
- b) **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement with **You**
- c) Loss or damage to **Property Insured** belonging to or in the charge of or under **Your** control
- d) any agreement which would not have attached in the absence of such agreement
- e) the ownership or occupation of land or buildings other than the **Buildings**
- f) any action brought against **You** in any court outside the European Union
- g) **Bodily Injury to You**
- h) Fines, penalties, liquidated, punitive, exemplary or aggravated damages
- i) Loss or damage caused by pollution or contamination other than pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**
- j) claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury

## SECTION 3 | AGRICULTURAL BUILDINGS

### SPECIAL DEFINITIONS

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section in **bold** type. They should also be read in conjunction with the Definitions at the start of the **Policy**.

### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

### YOUR COVER

**We** will pay **You** in respect of **Damage** to **Agricultural Buildings** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

SPECIFIED PERILS (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	BUT WE WILL NOT PAY FOR DAMAGE
Fire	a) caused by explosion resulting from fire b) caused by earthquake or subterranean fire c) to that portion of any item of the <b>Agricultural Buildings</b> caused by its own self ignition leakage of electricity, short circuiting or over running d) caused by: <ul style="list-style-type: none"> <li>i) its own spontaneous fermentation or heating</li> <li>ii) it undergoing of any heating process or involving the application of heat other than the drying of produce</li> </ul>
Lightning	
Explosion	a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only b) to any vessel, machine or apparatus or its contents resulting from explosion but this shall not exclude <b>Damage</b> caused by explosion of any boiler or gas appliance used for domestic purposes only
Aircraft and/or other aerial devices and/or articles dropped from them	
Earthquake or Subterranean Fire	
Spontaneous Fermentation, Heating or Combustion	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	a) arising from the cessation of work b) arising from confiscation or destruction or requisition by order of the Government or any public authority c) caused by a person who is lawfully in the <b>Agricultural Building</b>
Storm or Tempest or Flood	a) by frost, a rise in the water table, subsidence, heave or landslip b) to fences, gates and moveable property in the open c) to <b>Agricultural Buildings</b> not maintained in a good state of repair
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	caused by water discharged or leaking from an automatic sprinkler installation.
Impact by any vehicle, train, including items dropped from them, or animal	



Impact by Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	
Theft or attempted theft	a) Loss or <b>Damage</b> caused by or in collusion with any member of <b>Your Family</b> or <b>Employee</b> b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information
Subsidence, Ground Heave or Landslip of any part of the <b>Premises</b> on which the property stands (only operative if specified on Your Schedule)	a) arising from the settlement or movement of made-up ground or by coastal or river erosion b) arising from collapse, cracking, shrinkage, expansion or settlement of <b>Buildings</b> c) occurring as a result of the construction, demolition, alteration or structural repair of any <b>Buildings/structures</b> at the <b>Premises</b> d) arising from the normal settlement or bedding down of new structures e) commencing prior to the inception of cover under this <b>Policy</b> f) to forecourts, car parks, roads, pavements, yards, patios, walls, gates, fences, landlords fixtures and fittings, paved areas or footpaths unless such property is specifically insured by this Section and if <b>Damage</b> occurs to the <b>Buildings</b> to which such property applies and those <b>Buildings</b> are insured by Section 2 of this <b>Policy</b>
Accidental Damage	a) caused by or specifically excluded from any of the Specified Perils in this Section b) caused by or consisting of <ul style="list-style-type: none"> <li>i) inherent vice, latent defect, gradual deterioration, change in water table level, frost, wear and tear</li> <li>ii) faulty or defective design or materials, faulty or defective workmanship, operational error or omission by <b>You</b>, <b>Your</b> partners, directors, or <b>Employees</b>, or contracted consultants</li> </ul> but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded. c) caused by or consisting of <ul style="list-style-type: none"> <li>i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects</li> <li>ii) change in temperature, colour, flavour, texture or finish the action of light or atmosphere</li> <li>iii) joint leakage, failure of welds, cracking, fractioning, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them</li> <li>iv) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates</li> </ul> but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded d) caused by or consisting of: <ul style="list-style-type: none"> <li>i) settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip</li> <li>ii) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</li> </ul> e) <b>Damage to Buildings</b> caused by their own collapse or cracking however <b>We</b> will pay <b>You</b> in respect of such <b>Damage</b> if it results from a Specified Peril and is not otherwise excluded f) in respect of: <ul style="list-style-type: none"> <li>i) <b>Buildings</b> or structures in course of construction or erection and materials or supplies in connection with all such construction or erection</li> <li>ii) land, road, pavements, piers, jetties, bridges, culverts or excavations</li> <li>iii) fixed glass and sanitary ware other than as defined in <b>Buildings</b> unless specifically stated in the <b>Schedule</b> and the <b>Damage</b> is not otherwise excluded</li> </ul> g) arising from any acts of fraud or dishonesty

## BASIS OF CLAIMS SETTLEMENT

We will pay You the value of the **Agricultural Buildings** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Agricultural Buildings**.

The most We will pay for any one claim is the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;

## BASIS OF CLAIMS ADJUSTMENTS

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses.

### 1) Reinstatement (Day One)

The amount payable in respect of **Agricultural Buildings** shall be either

- a) the cost of reinstatement of the **Damage**  
For this purpose Reinstatement means
  - i) the rebuilding or replacement of **Agricultural Buildings** lost or destroyed which, provided **Our** liability is not increased, may be carried out
    - 1) in any manner suitable to **Your** requirements
    - 2) upon another site
  - ii) the repair or restoration of **Agricultural Buildings** damaged to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new; or
- b) **You** can choose a modern materials basis of settlement which means
  - i) in the event of total destruction of the **Agricultural Buildings** the cost of providing a modern building with comparable facilities
  - ii) in the event of **Damage** the cost of repair using modern materials

Provided that the overall cost of replacement / repair on this basis is no more than the cost that would have been incurred by reinstating the **Agricultural Buildings** in its existing style.

### 2) Average

If at the time of any **Damage**, the Declared Value as stated on **Your Schedule** is less than 85% of the total value of such property (or if replaced / repaired in modern materials the value of such property on this basis of settlement) **You** shall be considered as being **Your** own **Insurer** for the difference and shall bear a proportionate share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after this Condition of Average.

## SECTION EXTENSIONS

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**.

### 1) European Union and Public Authorities Clause

Following **Damage** to each item under **Agricultural Buildings** We will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any:

- a) European Union legislation; or
- b) building or other regulations under or framed in pursuance of any Act of Parliament or by- laws of any public authority (both of which are defined as Regulations for the purposes of this Extension) in respect of
  - i) the **Agricultural Buildings** the subject of the **Damage**
  - ii) undamaged portions of the **Buildings**
  - iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**

This Extension does not apply to:

- a) The cost incurred in complying with the Regulations
  - i) in respect of **Damage** occurring prior to inception of this **Policy**
  - ii) in respect of **Damage** not insured by this Section
  - iii) under which notice has been served upon **You** prior to the happening of the **Damage**
  - iv) for which there is an existing requirement which has to be implemented within a given period in respect of undamaged **Agricultural Buildings** or undamaged portions of the **Agricultural Buildings** other than foundations of that portion of the **Agricultural Buildings** the subject of the **Damage**
- b) The additional cost that would have been required to make good the **Agricultural Buildings** the subject of the **Damage** to a condition equal to their condition when new had the necessity to comply with the Regulations not arisen
- c) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Agricultural Buildings** or by the owner by reason of compliance with Regulations

It is a condition of **Your Policy** that

- i) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow and may be earned out upon another site (if the Regulations so necessitate) subject to the **Our** liability under this Extension not being increased

- ii) if **Our** liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exceptions of this Section then **Our** liability under this Extension in respect of any such item shall be reduced by the same proportion
- iii) the total amount recoverable under any item of this Section shall not exceed
  - 1) for undamaged portions of the **Agricultural Buildings** (other than foundations) 20% of the **Sum Insured** for that item at the **Premises** where the **Damage** occurred
  - 2) for other items, the **Sum Insured**

## 2) Repairs And Alterations

Joiners and other tradesmen may be employed to effect repairs or minor structural alterations in all or any of the **Agricultural Buildings** insured without prejudice to the insurance.

## 3) Capital Additions

**We** will pay **You** for:

- a) any newly acquired **Agricultural Buildings**
- b) alterations, additions and improvements to the **Agricultural Buildings** but not in respect of any appreciation in value

Within the **Territorial Limits**

The maximum **We** will pay in respect of any one Location under this Extension is:

- i) €500,000 in respect of any newly built and/or newly acquired **Agricultural Buildings**
- ii) €500,000 or 20% of the existing **Agricultural Buildings Sum Insured** in respect of alterations, additions and improvements to the **Agricultural Buildings**

It is a condition of **Your Policy** that **You** undertake to give particulars of such Capital Additions as soon as practicable but at least within three months and specifically insure such Capital Additions with **Us** from the date **Our** liability commenced and pay the additional premium required.

## 4) Architects, Surveyors, Legal and Other Professional Fees

The **Sum Insured** under each item of **Agricultural Buildings** in the **Schedule** includes an amount in respect of architects, surveyors, legal and other professional fees necessarily incurred in the reinstatement of the **Agricultural Buildings** consequent upon **Damage** but not an amount for preparing any claim. The amount payable under this Extension shall not exceed the fees authorised under the scale of charges for the respective professional bodies at the time of **Damage**. The amount payable for **Damage** and fees shall not exceed in the aggregate the **Sum Insured** by each item.

## 5) Removal of Debris

The **Sum Insured** for **Agricultural Buildings** includes **Costs and Expenses** incurred with **Our** consent for:

- a) Removal of debris
- b) Dismantling or demolishing
- c) Shoring up or propping of the portion or portions of the **Agricultural Buildings** sustaining **Damage** by any of the Specified Perils

**We** will not pay **You** under this Extension in respect of **Costs and Expenses**:

- i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- ii) arising from pollution or contamination of property not insured under this Section
- iii) more specifically insured elsewhere

The maximum **We** will pay under this Extension for any one claim is €25,000.

## 6) Removal of Asbestos Debris

**We** will pay for the cost of removal of **Asbestos** debris following **Damage** to **Agricultural Buildings**.

The maximum **We** will pay under this Extension for any one claim is €100,000.

## 7) Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises**.

**We** will not pay for:

- a) charges incurred in respect of any **Building** which is **Unoccupied**
- b) loss of water from irrigation pipes

The maximum **We** will pay under this Extension for any one claim is €10,000.

## 8) Trace and Access

**We** will pay reasonable costs and expenses with **Our** consent in locating the source of any escape of water from any fixed water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such **Damage** is insured by this Section.

But **We** will not pay for:

- a) the cost of repairs to any fixed domestic water services or heating installation
- b) damage resulting solely from a change in the water table level

The maximum **We** will pay under this Extension shall not exceed €25,000 in the aggregate during any one **Period of Insurance**.

### 9) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

### 10) Replacement Locks & Keys

**We** will pay **You** for the cost of replacing locks and keys at the **Your Premises** following theft or attempted theft:

- a) From **Your** home
- b) From **Your** director's homes
- c) From the home of any authorised **Employee**
- d) whilst in **Your** custody or the custody of an **Employee** following theft involving violence or threat of violence

The maximum **We** will pay under this Extension for any one claim is €5,000.

### 11) Sale of Building Contracting Purchaser's Interest

If at the time of **Damage** to the **Agricultural Buildings** **You** have contracted to sell **Your** interest in those **Agricultural Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by them or on their behalf.

### 12) Fire Extinguishing Expenses

**We** will pay **You** in respect of **Costs and Expenses** incurred in refilling recharging or replacing any:

- a) portable fire extinguishing appliances
- b) local fire suppression system
- c) fixed fire suppression system
- d) sprinkler installation; or
- e) sprinkler heads

as a result of **Damage** as insured by this Section.

**We** will not pay **You** under this Extension in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service.

It is a condition of **Your Policy** that **You** must maintain all such equipment in accordance with the manufacturer's instructions.

The maximum **We** will pay in respect of any one claim under this extension is €10,000.

### 13) Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by **You** (including 'self -supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that:

- a) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Agricultural**

**Buildings** following **Damage** and **We** have paid or have agreed to pay for such **Damage**

- b) if any payment by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this Extension resulting from that **Damage** will be reduced by the same proportion
- c) **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged **Agricultural Building**
- d) where an option to reinstate on another site is exercised **Our** liability under this Extension will not exceed the amount of tax that would have been payable had the building been built on its original site
- e) **Our** liability under this Extension will not include amounts payable by **You** as penalties or Interest for non-payment or late payment of tax

The following amendments are made to the **Policy** in respect of this Extension only:

- i) for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax
- ii) **Our** liability may exceed the **Sum Insured** where such excess is solely in respect of Value Added Tax

### 14) Drain Clearance

The **Sum Insured** for each item under **Agricultural Buildings** extends to include **Costs and Expenses** necessarily incurred by **You** and to which **We** agree for cleaning and/or clearing drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section.

The maximum **We** will pay for any one claim under this Extension is €5,000.

### 15) Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration, whereby the risk of **Damage** is increased unknown to or beyond **Your** control, provided that immediately **You** become aware of the increased risk shall give notice to **Us** and pay any additional premium applicable.

### 16) Underground Services

**We** will pay for the cost of repairing **Damage** to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

The maximum **We** will pay for any one claim under this Extension is €25,000.

### 17) Clear Up Costs (Own Property)

**We** will pay for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your Premises** caused by a sudden accidental and specific event occurring in the **Period of Insurance**.

The maximum **We** will pay under this Extension is €25,000 in the aggregate during any **Period of Insurance**.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

#### **18) Dumping and Fly Tipping**

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your Premises** caused by a sudden specific event outside of **Your** control.

The maximum **We** will pay under this Extension for any one claim is €10,000.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

#### **19) Contract Works**

**We** will pay for any contract works and unfixated goods and materials, introduced to the **Premises** for the purpose of alterations or improvements, for which **You** are responsible, but **We** will not pay for

- a) **Damage** where the contract works are otherwise insured
- b) the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim

The maximum **We** will pay under this Extension for any one claim is €250,000.

#### **20) Rent**

**We** will pay for Rent which ceases to be paid to or be payable by **You** following **Damage** to the **Agricultural Buildings** for a period not exceeding 36 months.

The maximum **We** will pay is 25% of the **Sum Insured** for **Agricultural Buildings** that have been damaged.

#### **21) Damage by Emergency Services**

**We** will pay **You** the cost of restoring any damage caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any Specified Peril insured under this Section.

The maximum **We** will pay under this Extension is €10,000 in any one **Period of Insurance**.

### **SECTION EXCEPTION**

**We** will not pay **You** under this Section for the **Excess** stated in **Your Schedule**.

## SECTION 4 | AGRICULTURAL CONTENTS

### SPECIAL DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

#### Overground Services

Overground telephone, gas, water and electrical meters, pipes and cables at the **Premises** which are owned by **You** or for which **You** are legally responsible.

#### Property Insured

**Agricultural Contents**, Stock (excluding **Livestock**) and any other property as defined under this Section in the **Schedule**.

### YOUR COVER

**We** will pay **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

SPECIFIED PERILS (IF SHOWN AS INSURED IN YOUR POLICY SCHEDULE)	BUT WE WILL NOT PAY FOR DAMAGE
Fire	a) caused by explosion resulting from fire b) caused by earthquake or subterranean fire c) to that portion of any item of the <b>Property Insured</b> caused by its own self ignition leakage of electricity, short circuiting or over running d) caused by: <ul style="list-style-type: none"> <li>i) its own spontaneous fermentation or heating</li> <li>ii) it undergoing of any heating process or involving the application of heat other than the drying of produce</li> </ul>
Lightning	
Explosion	a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only b) to any vessel, machine or apparatus or its contents resulting from explosion but this shall not exclude <b>Damage</b> caused by explosion of any boiler or gas appliance used for domestic purposes only
Aircraft and/or other aerial devices and/or articles dropped from them	
Earthquake or Subterranean Fire	
Spontaneous Fermentation, Heating or Combustion	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	a) arising from the cessation of work b) arising from confiscation or destruction or requisition by order of the Government or any public authority c) caused by a person who is lawfully in the <b>Building</b>
Storm or Tempest or Flood	a) by frost, a rise in the water table, subsidence, heave or landslip b) to fences, gates, growing crops and moveable property in the open
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	caused by water discharged or leaking from an automatic sprinkler installation.

Impact by any vehicle, train, including items dropped from them, or animal	
Impact by Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	
Theft or attempted theft	<p>a) Loss or <b>Damage</b> caused by or in collusion with any member of <b>Your Family</b> or <b>Employee</b></p> <p>b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</p>
Accidental Damage	<p>a) caused by or specifically excluded from any of the Specified Perils in this Section</p> <p>b) caused by or consisting of:</p> <p style="padding-left: 20px;">i) inherent vice, latent defect, gradual deterioration, change in water table level, frost, wear and tear</p> <p style="padding-left: 20px;">ii) faulty or defective design or materials, faulty or defective workmanship, operational error or omission by <b>You</b>, <b>Your</b> partners, directors, or <b>Employees</b>, or contracted consultants</p> <p>but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded</p> <p>c) caused by or consisting of:</p> <p style="padding-left: 20px;">i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects</p> <p style="padding-left: 20px;">ii) change in temperature, colour, flavour, texture or finish the action of light or atmosphere</p> <p style="padding-left: 20px;">iii) joint leakage, failure of welds, cracking, fractioning, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them</p> <p style="padding-left: 20px;">iv) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates</p> <p>but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded</p> <p>d) caused by or consisting of:</p> <p style="padding-left: 20px;">i) settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip</p> <p style="padding-left: 20px;">ii) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</p> <p>e) i) to movable property in the open by wind, rain, hail, sleet, snow, flood or dust</p> <p style="padding-left: 20px;">ii) <b>Agricultural Contents</b> in transit by air or sea or inland waterway or road</p> <p>f) in respect of:</p> <p style="padding-left: 20px;">i) <b>Buildings</b> or structures in course of construction or erection and materials or supplies in connection with all such construction or erection</p> <p style="padding-left: 20px;">ii) land, road, pavements, piers, jetties, bridges, culverts or excavations</p> <p style="padding-left: 20px;">iii) vehicles licensed or that should be licensed for road use including attached or unattached trailers, caravans, watercraft or aircraft</p> <p style="padding-left: 20px;">iv) Growing crops</p> <p style="padding-left: 20px;">v) Money or credit cards of any description</p> <p>g) arising from any acts of fraud or dishonesty</p> <p>h) To <b>Property Insured</b> resulting from its undergoing:</p> <p style="padding-left: 20px;">i) any process of production</p> <p style="padding-left: 20px;">ii) any process of packaging treatment, testing, commissioning, cleaning, servicing, repair or any other similar process</p>
Hailstorm prior to harvesting	<p>a) loss, damage or destruction by wind, water or snow</p> <p>b) loss, damage or destruction occurring during the first five days of inception of this cover by <b>Us</b> but <b>We</b> will pay for loss, destruction or damage if immediately preceding this insurance <b>You</b> had a previous insurance policy including this cover</p>

## BASIS OF CLAIMS SETTLEMENT

**We** will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Property Insured**.

The most **We** will pay for any one claim is the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;

## BASIS OF CLAIMS ADJUSTMENTS

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses:

### 1) Reinstatement (Day One)

- a) The amount payable in respect of **Property Insured** shall be the cost of reinstatement of the property lost, destroyed or damaged

For this purpose Reinstatement means:

- i) the rebuilding or replacement of **Property Insured** lost or destroyed which, provided **Our** liability is not increased, may be carried out:
  - 1) in any manner suitable to **Your** requirements;
  - 2) upon another site
- ii) the repair or restoration of **Property Insured** damaged

In either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

- b) **You** having stated in writing the **Declared Value** shown in brackets below the **Sum Insured** for each of the said items the premium has been calculated accordingly.

### 2)

- a) At inception of each **Period of Insurance**, **You** shall notify **Us** of the **Declared Value** of **Property Insured**. In the absence of such declaration the last amount declared by **You** will be taken as the **Declared Value** for the new **Period of Insurance**, appropriately adjusted by Index Linking;
- b) If at the time of **Damage** the **Declared Value** of the **Property Insured** is less than the cost of reinstatement at inception of the **Period of Insurance**, the amount payable by **Us** will be proportionately reduced;
- c) **Our** liability for the repair or restoration of **Property Insured** damaged in part only, shall not exceed the amount which would have been payable if such **Property Insured** had been wholly destroyed;
- d) No payment beyond the amount **We** would have paid will be made in the absence of this clause will be made

- i) unless Reinstatement commences and proceeds without unreasonable delay
  - ii) until the cost of Reinstatement has actually been incurred
- e) where **Property Insured** at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your** behalf, which is not on the same basis of reinstatement
- All the terms and conditions of this Section and of the **Policy** shall apply:
- i) to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - ii) where claims are payable as if this clause had not been incorporated, except that **Sums Insured** will be limited to 125% of **Declared Value(s)**

### 2) Average

If at the time of any **Damage**, the **Declared Value** as stated on **Your Schedule** is less than the total value of such property (or if replaced / repaired in modern materials the value of such property on this basis of settlement) **You** shall be considered as being **Your** own Insurer for the difference and shall bear a proportionate share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after this Condition of Average.

### 3) Walls, Fences, Gates and Hedges

The **Sum Insured** provided by this item represents the maximum amount payable, for any one claim. Average will not be applied to any claim.

### 4) Designation

For the purpose of determining where necessary the column or heading under which any **Property Insured** is covered, **We** agree to accept the designation under which such property has been entered in **Your** books.

## SECTION EXTENSIONS

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**.

### 1) Removal of Debris

The **Sum Insured** for **Property Insured** includes **Costs and Expenses** incurred with **Our** consent for:

- a) Removal of debris
- b) Dismantling or demolishing
- c) Shoring up or propping of the portion or portions of the **Property Insured** sustaining **Damage** by any of the Specified Perils



**We will not pay You** under this Extension in respect of **Costs and Expenses:**

- i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- ii) arising from pollution or contamination of property not insured under this Section
- iii) more specifically insured elsewhere

The maximum **We** will pay under this Extension for any one claim is €25,000.

### 2) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section.

**You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

### 3) Fire Extinguishing Expenses

**We** will pay **You** in respect of **Costs and Expenses** incurred in refilling recharging or replacing any:

- a) portable fire extinguishing appliances
- b) local fire suppression system
- c) fixed fire suppression system
- d) sprinkler installation; or
- e) sprinkler heads

as a result of **Damage** as insured by this Section.

**We** will not pay **You** under this Extension in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service.

It is a condition of **Your Policy** that **You** must maintain all such equipment in accordance with the manufacturer's instructions.

The maximum **We** will pay in respect of any one claim under this extension is €10,000.

### 4) Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration, whereby the risk of **Damage** is increased unknown to or beyond **Your** control, provided that immediately **You** become aware of the increased risk shall give notice to **Us** and pay any additional premium applicable.

### 5) Clear Up Costs (Own Property)

**We** will pay for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your Premises** caused by a sudden accidental and specific event occurring in the **Period of Insurance**.

The maximum **We** will pay under this Extension is €25,000 in the aggregate during any Period of Insurance.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

### 6) Dumping and Fly Tipping

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your Premises** caused by a sudden specific event outside of **Your** control.

The maximum **We** will pay under this Extension for any one claim is €10,000.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

### 7) Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises**.

**We** will not pay for

- a) charges incurred in respect of any **Building** which is **Unoccupied**
- b) loss of water from irrigation pipes

The maximum **We** will pay under this Extension for any one claim is €10,000.

### 8) Property Held In Trust

**Property Insured** extends to include property not belonging to **You** whilst in **Your** custody or control for which **You** are responsible.

### 9) Fuel Tanks and Contents

**We** will pay for **Damage** to fuel tanks and their contents.

The maximum **We** will pay under this Extension for any one claim is €7,500.

**We** shall not be liable in respect of the first €250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

## SECTION EXCEPTIONS

**We** will not pay **You** under this Section for

- 1) the **Excess** stated in **Your Schedule**
- 2) **loss destruction or damage to** Motor Vehicles, Trailers and Attachments unless stated on **Your Schedule**

## SECTION 5 | FROZEN FOOD

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

#### Property Insured

The property stated in Section 5 Frozen Food in the **Schedule**.

### YOUR COVER

**We** will pay **You** in respect of loss, destruction or damage to frozen or chilled stock in any freezer cabinet deep freezer, cold room, cold store or chilled cabinet at the **Premises** occurring during the **Period of Insurance** caused by or arising from:

- a) a rise or fall in temperature owing to a breakdown of the refrigeration machine
- b) accidental escape or leakage of refrigerant fumes
- c) accidental failure of the supply of electricity

### LIMIT OF INDEMNITY

The **Sum Insured** stated in the **Schedule** in respect of any one **Period of Insurance**.

### BASIS OF CLAIMS SETTLEMENT

Claims under this Section will be settled either on the basis of an amount equal to the cost price of the **Property Insured** at any time of **Damage** or, at **Our** option, its replacement.

### AVERAGE

If at the time of any loss or **Damage**, the **Sum Insured** is less than the total value of such property **You** shall be considered as being **Your** own **Insurer** for the difference and shall bear a proportionate share of the loss accordingly. Any **Excess**, if applicable, shall be applied after the Condition of Average.

### SECTION EXCEPTIONS

**We** will not pay **You** under this Section for:

- a) Loss, destruction or damage caused by;
  - i) the wilful act or neglect of **You**, or any of **Your** partners, directors or **Employees**
  - ii) the deliberate act of any electricity or gas supply authority or the exercise by any such authority to withhold or restrict supply
  - iii) any appliance which is more than fifteen years old
  - iv) wear and tear of, deterioration of or gradually developing flaws or defects in refrigerating plant or the incorrect setting of thermostats or automatic controls
- b) Loss, destruction or damage to stock which has passed its sell by, use by or best before date set by the manufacturers
- c) consequential loss of any kind or description
- d) the **Excess** as shown in the **Schedule**

## SECTION 6 | LIVESTOCK

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Fatal Injury

Violent, accidental and visible act including poisoning which occurs at an identifiable time and place during the **Period of Insurance** which causes death to **Livestock**.

#### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

#### Working Dogs

Dogs aged 1 year and above belonging to **You** or in **Your** care, custody or control used in connection with the **Business**.

### YOUR COVER

**We** will pay **You** in respect of loss to **Livestock** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

The maximum payable will not exceed either

- the market value of the animal(s) or
- a maximum of €5,000 any one animal
- a maximum of €3,000 any one working dog

whichever is the lesser unless specified on **Your Schedule**.

SPECIFIED PERILS (IF SHOWN AS INSURED IN YOUR SCHEDULE)	BUT WE WILL NOT PAY FOR DAMAGE
Fire	a) caused by explosion resulting from fire b) to property caused by it undergoing any process involving the application of heat other than grain drying
Aircraft or other aerial devices or items dropped from them	
Lightning	
Explosion	a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only b) to any vessel, machine or apparatus or its contents resulting from explosion but this shall not exclude <b>Damage</b> caused by explosion of any boiler or gas appliance used for domestic purposes only
Earthquake or Subterranean Fire	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	a) arising from the cessation of work b) arising from confiscation or destruction or requisition by order of the Government or any public authority c) caused by a person who is lawfully in the <b>Building</b>
Storm or Tempest or Flood	to <b>Livestock</b> not situated in a fully enclosed building.
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	caused by water discharged or leaking from an automatic sprinkler installation.
Impact by any vehicle, train, including items dropped from them, or animal	caused by animals belonging to <b>You</b> or in <b>Your</b> care, custody or control.
Impact by Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	to <b>Livestock</b> not situated in a fully enclosed building

Electrocution of <b>Livestock</b>	
Theft or attempted theft	<ul style="list-style-type: none"> <li>a) or loss occasioned by or in collusion with any member of <b>Your</b> family or <b>Business</b> staff</li> <li>b) <b>Livestock</b> kept on common or unfenced land</li> <li>c) unexplained shortage or mysterious disappearance</li> </ul>
Mysterious Disappearance or unexplained shortage of <b>Livestock</b> for a period of thirty days or more	<b>Livestock</b> kept on common or unfenced land
<p><b>Fatal Injury To Livestock (Whilst Away From The Premises) including Livestock In Transit</b></p> <p>Cover is provided for <b>Fatal Injury</b> to <b>Livestock</b> belonging to <b>You</b> or in <b>Your</b> care, custody or control whilst the <b>Livestock</b> were away from <b>Your Premises</b> and had strayed from the area in which they had been confined immediately prior to the loss, including loading and unloading on or from a vehicle, and driving along a public highway / thoroughfare</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such <b>Livestock</b> or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury</p>	<ul style="list-style-type: none"> <li>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury</li> <li>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life</li> <li>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease</li> <li>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party</li> <li>e) <b>Livestock</b> in transit for hire and reward</li> </ul>
<p><b>Fatal Injury To Livestock In Transit</b></p> <p>Cover is provided for <b>Fatal Injury</b> to <b>Livestock</b> belonging to <b>You</b> or in <b>Your</b> care, custody or control whilst the <b>Livestock</b> is being loaded or unloaded on or from a vehicle, and whilst driving along a public highway / thoroughfare</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such <b>Livestock</b> or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury</p>	<ul style="list-style-type: none"> <li>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury</li> <li>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life</li> <li>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease</li> <li>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party</li> </ul>
<p><b>Fatal Injury To Livestock (Whilst On Own Premises)</b></p> <p>Cover is provided for <b>Fatal Injury</b> to <b>Livestock</b> belonging to <b>You</b> or in <b>Your</b> care, custody or control.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such <b>Livestock</b> or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury</p>	<ul style="list-style-type: none"> <li>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury</li> <li>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life</li> <li>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease</li> <li>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party</li> </ul>

<p><b>Livestock Worrying</b></p> <p>Cover is provided for <b>Fatal Injury</b> to <b>Livestock</b> belonging to <b>You</b> or in <b>Your</b> care, custody or control caused by dogs (other than a dog or dogs owned by <b>You</b> or any member of <b>The Your Family</b>, foxes and vermin</p> <p>Provided always that such injury shall, solely and independently of any other cause, result in the death of such <b>Livestock</b> or its necessary slaughter in the interests of humanity (under certificate by a qualified Veterinary Surgeon) within thirty days of the occurrence of such injury</p>	<p>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury</p> <p>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life</p> <p>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease</p> <p>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party</p> <p>e) <b>Fatal Injury</b> to any other animal other than Sheep, Goats, Cattle or Poultry</p>
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## BASIS OF CLAIMS ADJUSTMENTS

### 1) Average

If at the time of any loss or **Damage**, the **Sum Insured** is less than 75% of the total value of such property **You** shall be considered as being **Your** own **Insurer** for the difference and shall bear a proportionate share of the loss accordingly. Any **Excess**, if applicable, shall be applied after the Condition of Average.

### 2) Designation

For the purpose of determining where necessary the column or heading under which any **Livestock** is covered, **We** agree to accept the designation under which such property has been entered in **Your** books.

## SECTION EXTENSIONS

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**.

**We** will pay for

### 1) Veterinary Surgeon Fees

**We** will pay for veterinary surgeons fees including treatment fees necessarily incurred in an attempt to prevent death of **Livestock**, as a result of **Damage**.

The maximum **We** will pay is €750 per animal and a maximum of €5,000 in respect of any one claim in the aggregate.

### 2) Knackers or Renderer

Any costs **You** are liable for to knackers, renderer or if **You** need to employ a bona fide disposal centre for the removal of any carcass incurred as a direct result of **Damage**.

The maximum **We** will pay under this Extension for any one claim is €350 any one animal and €2,500 in the aggregate in any one **Period of Insurance**.

### 3) Rescue

Costs incurred to employ a professional rescue organisation or the police, for the attempted rescue or recovery of an insured animal, where Theft is insured.

The maximum **We** will pay under this Extension for any one claim is €500.

### 4) Livestock Held in Trust

**Livestock** not belonging to **You** whilst in **Your** custody or control or for which **You** are responsible.

## SECTION CONDITIONS

It is a condition of **Your Policy** that

### 1) Humane Slaughter

If any animal has to be slaughtered for humane reasons **You** must dispose of the carcass to the best advantage and any payment obtained by **You** will belong to **Us**.

### 2) Veterinary Surgeon's Report

In the event of **Damage** which may give rise to a claim (Theft and Mysterious Disappearance excepted) **You** shall immediately arrange for:

- adequate attention and treatment; and
- a veterinary surgeon's report on the cause of loss of the **Livestock** insured to be carried out

If a veterinary surgeon's report is not provided **We** reserve our rights to repudiate **Your** claim

### 3) Animal Welfare

- You** do everything that is reasonably practicable to ensure that **Livestock** are maintained in sound health and are free from any injury or physical disability whatsoever, congenital or otherwise, at the time of the commencement of the insurance
- Livestock** are carried in accordance with the European Union Welfare in Transport Regulation

### 4) Market Value

**You** at **Your** own expense, provide any information and evidence that **We** may require to support the value of the animal including but not limited to satisfactory proofs as to the animals identity.

## SECTION EXCEPTIONS

**We** will not be liable in respect of:

- 1) Any losses arising as a result of pregnancy and/or parturition complications
- 2) Any losses occurring outside the **Territorial Limits**
- 3) **Damage** to horses being ridden in connection with hunting, racing, show jumping or other competitive events
- 4) Consequential loss of any kind
- 5) The **Excess** stated on **Your Schedule**
- 6) any losses where **You** have agreed to euthanise the animal due to the cost of saving the animal exceeding €750 in veterinary surgeons fees but being less than the market value of the animal unless **You** have obtained agreement from **Us**

## SECTION 7 | ENVIRONMENTAL LIABILITY

### SPECIAL DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Above Ground Storage Tank(s)

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

#### Agricultural Contracting

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

**Agricultural Contracting** does not include the spraying of pesticides, herbicides or human waste.

#### Agriculture

- 1) Dairy farming; or
- 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); or
- 3) The use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery or
- 4) sheep dipping, drenching, jetting or any other treatment with the same or similar purpose, but not **Excluded Sheep Treatment**; or
- 5) **Agricultural Contracting** and the following specified associated activities:
  - a) Leisure activities - camping, caravan, bed & breakfast
  - b) **Livestock** activities - horse livery, cattery/dog kennel, shooting, fishing
  - c) Retail - farm shop, open farm and
  - d) Property ownership - residential, commercial and retail

**Agriculture** does not include any **Excluded Activities**.

#### Appointed Loss Adjusters

The firm of loss adjusters appointed by **Us** to act on **Our** behalf, including such activities specified in the Extension applicable to this Section and the Conditions applicable to this Section. The contact details for the **Appointed Loss Adjusters** are specified under "Important Information; How to make a claim" at the beginning of this **Policy** wording.

**Appointed Loss Adjusters** is not **Our** agent for any other activity including but not limited to **Pollution Response** and/or the recommendation of any consultant(s) or contractor(s) to **You**.

#### Environmental 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**.

#### Clean-up 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 or remedial measures as specified in the **Environmental Liability Directive**, provided always that such costs have been incurred by:
  - a) **You** or on **Your** behalf; or
  - b) a public authority acting under authority of a law enacted to impose liability for a **Pollution Condition** or the **Environmental Liability Directive**

**Clean-up Costs** also include costs necessarily incurred by **You** to repair, restore or replace real or personal property at a **Covered Location** which is damaged while incurring **Clean-up Costs**, to the condition it was in prior to being damaged during the course of incurring **Clean-up 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.

**Clean-up Costs** also include **Emergency Costs**.

#### Covered Location

The **Premises** and total acreage used by **You** as stated in **Your Schedule** provided that the location is used predominantly for **Agriculture** and is within the **Territorial Limits**.

#### Environmental Costs

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**.

#### Emergency Costs

- 1) Reasonable and necessary **Clean-up Costs** incurred by **You** on an emergency basis where any delay on **Your** part would cause a significant increase in the cost of responding to an **Environmental Claim**, and
- 2) Emergency remedial actions carried out by **You** or on **Your** behalf pursuant to the **Environmental Liability Directive**

### Environmental Liability Directive

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

### Environmental Excess Amount

The first amount payable by **You** for each and every claim under this Section as stated in the **Environmental Excess Amounts** specified on **Your Schedule**.

### Excluded Activities

- 1) Pig or Poultry farming
- 2) the collection, storage, transportation or spreading of human waste
- 3) crop spraying undertaken by any person not holding the appropriate certification
- 4) Non-Recreational Fish Farming
- 5) landfills, and
- 6) waste storage facilities

**Agricultural Contracting** does not include the spraying of pesticides, herbicides or human waste.

### Fly Tipping

The abandonment by anyone other than **You**, and without **Your** knowledge or consent, of any **Pollutants** or any drums, tanks, or similar containers holding **Pollutants**.

### Environmental Loss

- 1) Accidental **Bodily Injury** to any person,
- 2) Accidental Property **Damage** occurring during the **Period of Insurance** in the **Territorial Limits** and caused in connection with **Agriculture**

### Environmental Defence Costs

Reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of an **Environmental Claim**, provided such fees, costs, charges and expenses are incurred with **Our** prior written approval, which approval will not be unreasonably withheld or delayed.

**Environmental Defence Costs** do not include time and expense incurred by **You**, nor salaries of **Employees** in assisting in the investigation or resolution of an **Environmental Claim**, nor fees and expenses of lawyers or other experts retained by **You**.

**Excluded Sheep Treatment** means any sheep dipping, drenching, jetting or other treatment with the same or similar purpose which has not been, or is not being, carried out in full compliance with all laws, regulations, guidance, codes of practice and recommendations and/or for which the following have been or are being used: any chemicals that are not authorised for such purposes including but not limited to Synthetic Pyrethroids, Cypermethrin and/or Organophosphates.

### Limit of Indemnity

**Our** liability under this Section shall not exceed the **Limit of Indemnity** stated in the **Schedule** applicable to this Section.

### 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**.

### Non-Recreational Fish Farming

Rearing or processing of fish bait, fish eggs, fingerlings and/or fish.

### 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.

### 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.

### Pollution Response

The appointment by **You** of the **Appointed Loss Adjuster** to assist **You** in responding to a **Pollution Condition** or **Natural Resource Damage** for which **You** may be, or are, legally liable for **Clean-up Costs** or **Emergency Costs** arising from **Agriculture** at a **Covered Location** or arising from **Agricultural Contracting**.

### Pollution Response Costs

Fees, costs and expenses incurred by **You** for **Pollution Response**.

**Pollution Response Costs** do not include **Clean-up Costs** or **Emergency Costs** whether or not such **Clean-up Costs** or **Emergency Costs** are incurred by **Us** pursuant to the recommendation of a consultant, contractor or any other person by the **Appointed Loss Adjuster**.

### 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**.

### Retroactive Date

The inception date of the earliest policy under which **You** have:

- 1) purchased this Section of the **Policy**; or



- 2) continuously maintained, and have provided satisfactory evidence to show that **You** have purchased coverage that provides materially the same cover as that provided under this Section of the **Policy**

#### 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.

#### Transportation

The carriage including loading and unloading of property owned by **You** on public or private roads within the Republic of Ireland or Northern Ireland but only by **You** or **Your Employees** who are engaged in the business of transporting such property.

#### Underground Storage Tank(s)

Any stationary container or vessel, including the associated piping connected to it, which is at least ten percent (10%) or more beneath the surface of the ground.

## YOUR COVER

### Environmental Liability

**We** will, subject to **Environmental Excess Amounts** and **Limit of Indemnity** stated in this Section, pay **You** under this Section for **Environmental Loss**, **Clean-up Costs** and **Emergency Costs** that **You** are legally liable to pay resulting from:

- 1) a **Pollution Condition**
  - a) in, on, at, under, or migrating from a **Covered Location** arising in connection with **Agriculture** carried out by **You** at a **Covered Location**
  - b) arising out of any **Agricultural Contracting**, or
  - c) arising during Transportation, and
- 2) **Natural Resource Damage**
  - a) in, on, at, or under a **Covered Location**, or caused beyond the legal boundary of a **Covered Location**, arising in connection with **Agriculture** carried out by **You** at a **Covered Location**
  - b) arising out of any **Agricultural Contracting**, or
  - c) arising during Transportation, and
- 3) **Pollution Response Costs** connected with any **Clean-up Costs** or **Emergency Costs**, and
- 4) **Environmental Defence Costs** connected with any such **Environmental Loss**, **Clean-up Costs** or **Emergency Costs**, provided always that:
  - i) the **Pollution Condition** or **Natural Resource Damage** commences on or after the Retroactive Date and results in an **Environmental Claim**

- ii) the **Environmental Claim** is first made against **You** during the **Period of Insurance**; and
- iii) **You** notify **Appointed Loss Adjusters** or **Your Insurance Advisor** in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of this **Policy**

## LIMIT OF INDEMNITY

**Our** liability under this section shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

## SECTION EXTENSIONS

The Cover under this Section is extended to include the following.

**We** agree that if **You** incur **Pollution Response Costs**, **You** shall not be required to seek prior approval from **Us** for any fees, costs and expenses incurred by **You** prior to the appointment of any consultant(s) or contractor(s) whose appointment is recommended to **You** by **Appointed Loss Adjusters**.

**Appointed Loss Adjusters** is not **Our** agent for any other activity including but not limited to Pollution Response and/or the recommendation of any consultant(s) or contractor(s) to **You**. **We** have not authorised **Appointed Loss Adjusters** to advise on, or to agree to, any matter relating to **Our** liability, rights or obligations.

If **We** conclude that **You** are not covered for **Environmental Loss**, **Clean-up Costs**, **Emergency Costs** and **Environmental Defence Costs** under this Section, **We** will provide **You** with **Our** written conclusion(s). **Our** liability for **Pollution Response Costs** and any fees, costs and expenses incurred by **You** in the appointment of any consultant(s) or contractor(s) whose appointment is recommended by **Appointed Loss Adjusters** to **You** shall cease immediately following the receipt by **You** of **Our** written conclusion(s).

**We** shall continue to be liable to **You** for the payment of:

- 1) **Pollution Response Costs**, and
- 2) any fees, costs and expenses payable by **You** to any consultant(s) or contractor(s) appointed by **You** on the recommendation of **Appointed Loss Adjusters**

prior to **Your** receipt of **Our** written conclusion(s) that **You** are not liable under this Section. **We** shall not, however, be liable for any other liability which **We** conclude is not covered by this Section regardless of the time at which **We** make that conclusion.

**Our** payment of any **Pollution Response Costs** does not constitute an acceptance of liability for **Environmental Loss**, **Clean-up Costs**, **Emergency Costs** or **Environmental Defence Costs** under this **Policy**.

## SECTION CONDITIONS

The following conditions apply to this Section.

- 1) If more than one **Environmental Claim** is made in respect of the same or related **Pollution Condition** or **Natural Resource Damage**:
  - a) **We** will consider that all claims notifications have been made at the date of the first written claim notification, even if some notification(s) are made at a later date. This is subject to **Our** receipt of the first written claim notification during the **Period of Insurance**. It is also subject to any and all other claim notifications being received by **Us** within sixty (60) months of the date of the first **Environmental Claim**; and
  - b) The **Environmental Claims** will be considered as one (1) **Environmental Claim**; consequently **We** shall be liable for only one **Limit of Liability** not a separate **Limit of Liability** for each **Environmental Claim** made
- 2) Where a **Covered Location(s)** is added to this **Policy** after the Retroactive Date, the indemnity will only apply to a **Pollution Condition** or **Natural Resource Damage** relating to such a **Covered Location(s)** that commenced on or after the date on which the **Covered Location(s)** was added
- 3) This Section does not provide cover for any **Bodily Injury, Damage**, occurrence, event, accident and/or cost or expense including but not limited to clean up costs, environmental damage, pollution or contamination, remediation or removal of debris and/or in respect of any removal of **Asbestos** and **Fly Tipping** to the extent that any other Section of this **Policy** provides such cover
- 4) The cover provided under this section compliments cover provided under Section 1 (**Home**), Section 2 (Property Owners), Section 3 (Agricultural **Buildings**), Section 4 (Agricultural **Contents**) and Section 9 (Public/Products Liability) such that this section will only provide cover (in accordance with the terms below) where those sections do not (refer to sections 3 and 9 for further details)

## SECTION CLAIMS CONDITIONS

The following claims conditions apply to this Section instead of General Condition 3) Claims.

It is a condition of **Your Policy**, that in the event any **Environmental Claim** is made against **You** for **Environmental Loss, Clean-up Costs** or **Emergency Costs**:

- 1) **You** will report the **Environmental Claim** to the **Appointed Loss Adjuster** or **Your Insurance Advisor** in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of **Your Policy**
- 2) at **Your** expense:

- a) **You** will give to **Appointed Loss Adjusters**, 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** will furnish a written report to **Appointed Loss Adjusters** as soon as practicable
- b) **You** will forward to **Appointed Loss Adjusters** every demand, notice, summons, order or other process including but not limited to written communications from a public authority received by **You** or **Your** representative as soon as practicable
- 3) **You** will not incur any costs, charges or expenses, or make any payments, or assume any obligations, or commence any remediation, preventive measures or remedial measures without **Our** or **Appointed Loss Adjusters** prior written consent which will not be unreasonably withheld or delayed. This provision does not apply to **Emergency Costs** or **Pollution Response Costs** incurred by **You**. **You** will notify **Appointed Loss Adjusters** as soon as practicable after **Your** initial response to the emergency that has resulted in any such **Emergency Costs** being incurred
- 4) **You** will allow **Us** complete control of any proceedings or settlement
- 5) **You** will not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** prior written consent
- 6) **You** will immediately notify **Us** when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry; and
- 7) if demanded, **You** will provide a statutory declaration of the truth of the claim and any matters connected with it

It is also a condition of **Your Policy**, that on the happening of any event which may give rise to a claim under this **Policy**, **You** must:

- 1) take, or allow others to take, practical steps to prevent further **Environmental Loss** and otherwise minimise the claim
- 2) at **Your** expense provide to **Us**
  - a) such detailed particulars, receipts, documents and evidence as **We** may reasonably require within 30 days of the date of **Our** request; and
  - b) details of any other relevant insurances; and
- 3) allow **Us** or anyone authorised by **Us** access to the **Covered Location**

## SECTION EXCEPTIONS

We will not pay for:

- 1) liability based upon or arising out of:
  - a) 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 public authority or representative; or
  - b) any **Pollution Condition** or **Natural Resource Damage** 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
- 2) liability assumed by **You** 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 the agreement
- 3) **Bodily Injury** to any **Employee**
- 4) criminal, civil or administrative fines, penalties, exemplary or aggravated damages
- 5) liability based upon or arising out of any **Genetically Modified Organism**
- 6) liability 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 public authority or representative or the **Environmental Liability Directive**
- 7) liability based upon or arising out of the existence, repair, removal, replacement, rectification, reinstatement or management of any of the following:
  - a) 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 order or other written instruction from any public authority or representative; or
  - b) **Asbestos** in, on or applied to any fixture, building or other structure
- 8) liability based upon or arising out of a material change in the use of any **Covered Location** from that set forth by **You** in the application or other supplemental materials submitted to **Us** as of the inception date of this **Policy**
- 9) liability based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** at, or migrating from any **Covered Location** where the **Pollution Condition** or **Natural Resource Damage** commenced subsequent to the time such **Covered Location** was sold, given away, or abandoned by **You**, or divested involuntarily
- 10) damage to any property that is owned, leased or permanently operated from or by **You** or in the care, custody or control of **You** or **Your Employees** even if damage to such property is incurred to avoid or mitigate **Environmental Loss**, **Clean-up Costs** or **Emergency Costs** or to respond in any way to any **Pollution Condition** or **Natural Resource Damage**. This exclusion does not exclude cover for costs necessarily incurred by **You** to repair, restore or replace real or personal property at a **Covered Location** which is damaged while incurring **Clean-up Costs**
- 11) liability based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced prior to the **Retroactive Date**
- 12) liability based upon or arising out of any products supplied or any goods, materials or products, including their containers, packaging, labelling and instructions for use, handled, sold, supplied, delivered, distributed, installed, erected, repaired, altered, treated or tested 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 **Covered Location** or after physical possession of such goods, materials or products has been relinquished to others
- 13) liability based upon or arising from any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any Slurry Lagoon at any **Covered Location** which at the time of the **Environmental Claim** is not designed, constructed, maintained and used in full compliance with all applicable legislation and / or was constructed prior to 2001
- 14) liability based upon or arising out of the existence of any **Underground Storage Tank** at a **Covered Location** the existence of which was known to **You** at the inception date of this **Policy**  
This exclusion does not apply to an **Underground Storage Tank** which is:
  - a) an in-ground treatment process tank open to the atmosphere
  - b) a flow through process tank, storm-water or waste water collection system, pit or septic tank; or
  - c) 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
- 15) liability 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 **Covered Location** which at the time of the accidental event that caused the **Pollution Condition** or **Natural Resource Damage**:

- a) is 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
  - b) was constructed prior to 2001; or
  - c) is for fuels or hazardous chemicals not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres
- 16) liability based upon or arising out of any composting and associated prior treatment, including but not limited to aerobic composting and anaerobic digestion, in respect of which **You** do not hold, or is not in full compliance with, a valid registration issued by the relevant public authority for an exempt waste operation
- 17) liability based upon or arising out of any **Excluded Sheep Treatment**
- 18) liability based upon or arising out of any **Excluded Activities**; or
- 19) liability which is covered under Section 1, (**Home**), Section 2 (Property Owners), Section 3 (Agricultural Buildings), Section 4 (Agricultural **Contents** or Section 9 (Public/Products Liability) of this **Policy**

## SECTION 8 | EMPLOYERS LIABILITY

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Safety Legislation Costs

**Costs and expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the policy **Territorial Limits**.

### YOUR COVER

**We** will pay **You** for legal liability claims **You** are liable to pay for

- a) compensation
- b) **Claimant's Costs**
- c) **Defence Costs**

in respect of **Bodily Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of their employment.

#### Limit of Liability

**Our** liability for all compensation, and **Costs and Expenses** in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the **Limit of Indemnity** stated in the **Policy Schedule**.

#### Right of Recovery

The indemnity provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits**.

**You** must repay to **Us** all sums paid by **Us** that **We** would not have been liable to pay but for the provisions of such law.

### SECTION EXTENSIONS

#### 1) Safety Legislation Costs Cover

**We** will pay **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for Safety Legislation **Costs** in respect of any **Bodily Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**. If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the

date of the claim payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation. If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay:

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) **Costs and Expenses** of an appeal against improvement or prohibition notices
- c) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety legislation costs already incurred
- d) **Costs and Expenses** covered by any Legal Expenses insurance
- e) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

#### 2) Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) Any of **Your** directors or partners - €500
- b) Any of **Your Employees** - €250

#### 3) Unsatisfied Court Judgements

In the event of **Bodily Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgment for damages being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgment **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgment for damages is obtained:
  - i) In a court of law within the **Territorial Limits**
  - ii) against a company partnership or individual other than **You** conducting a business or supplying goods at or from **Premises** within the **Territorial Limits**

- b) there is no appeal outstanding
- c) the judgment relates to **Bodily Injury** which would otherwise be within the terms of the **Policy**
- d) if any payment is made under the terms of this extension the **Employee** or their personal representatives shall assign the judgment to **Us**

#### 4) Cross Liabilities

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate **Policy** had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**.

#### 5) Indemnity to Principal

**We** will at **Your** request pay any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that:

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, exceptions and limits of this **Policy** insofar as they can apply

#### 6) Personal Liability Cover

If no other insurance is in force, at your request, the cover provided by this section will apply to the legal liability of:

- a) any director or employed person of yours whilst:
  - i) performing their normal duties in connection with the **Business**
  - ii) work is being carried out on behalf of a director or officer by an employed person with your consent
  - iii) acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **Business**
- b) the spouse, civil partner, domestic partner or any children accompanying a director or employed person in the course of a business trip or journey

The cover provided by this section will also apply to your personal representative, or the personal representative of any other deceased person entitled to cover.

#### 7) Additional Business Activities Cover

The cover under this section includes the following activities of the **Business**:

- a) providing and managing amenities for the benefit and welfare of employed person(s)
- b) owning, repairing, maintaining and decorating your premises
- c) providing and managing facilities primarily used for fire prevention, safety or security at your **Premises**

- d) maintaining and repairing vehicles and machinery owned or used by **You**
- e) private work you allow employed person(s) to do for **Your** directors, partners or officers, as long as this work is done with your prior permission
- f) the sale or disposal of business assets

#### 8) Additional Persons Insured

- a) In the event of the death of any person entitled to payment under this Section, **We** will pay the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At **Your** request **We** will pay:
  - i) any director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that **You** would have been entitled to payment under this Section if the claim had been made against **You**
  - ii) any officer, committee member or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
  - iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that:
    - 1) each person indemnified by this clause shall as though he were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
    - 2) **We** shall retain the sole conduct and control of all claims

## SECTION EXCEPTIONS

**We** will not pay for:

- 1) **Bodily Injury** to any **Employee** arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including any attached trailer) by **You** or on **Your** behalf for which road traffic legislation requires compulsory motor insurance or security
- 2) any action for damages brought against **You** in a country outside the United Kingdom, the European Union or the Republic of Ireland
- 3) **Bodily Injury** to any **Employee** arising in connection with work on or at any:
  - a) power station or nuclear installation
  - b) i) **Offshore** oil/ gas installation; and/or
  - ii) supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air
  - c) chemical works
  - d) aircraft, airport, airfield, airstrip, satellites, spacecraft, launch site, ship, dock, pier or wharf

- e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock
- 4) liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- 5) **Bodily Injury** to any **Employee** arising out of any activity involving working on or processing **Asbestos** or products made entirely or mainly of **Asbestos**
- 6) **Bodily Injury** to any **Employee** arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel
- 7) any **Excess** specified in the **Schedule**
- 8) **Bodily Injury** to any **Employee** arising out of **Agricultural Contracting** unless specifically agreed by **Us**
- 9) claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury

## SECTION 9 | PUBLIC/PRODUCTS LIABILITY

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Business

For the purpose of this Section only, the Definition of **Business** is extended to include:

- a) the ownership, repair, maintenance and decoration of the **Premises**
- b) private work undertaken by any **Employee** for **You**, or with **Your** consent, for any of **Your** directors, partners or **Employees**; and
- c) the provision and management of canteen, sports, social and welfare organisations, for the benefit of **Employees** and fire, security, first aid, medical and ambulance services

#### Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business**.

#### Safety Legislation Costs

**Costs and expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **Territorial Limits**.

### YOUR COVER

**We** will pay **You** for legal liability claims made against **You** to pay compensation, **Defence Costs** and **Claimant's Costs** in respect of accidental:

- a) **Bodily Injury** to any person other than an **Employee**
- b) Loss or damage to material property
- c) Obstruction, trespass, nuisance or interference with any right of way air light or water or other easement
- d) Wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**

#### Limit of Indemnity

**Our** liability for all damages including **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the **Limit of Indemnity** stated in the **Schedule** but in respect of **Products** this limit will apply to all events occurring in any one **Period of Insurance**.

### SECTION EXTENSIONS

#### 1) Safety Legislation Costs Cover

**We** will pay **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for Safety Legislation **Costs** in respect of any **Bodily Injury** or loss or damage to material property occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation. If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay:

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) **Costs and Expenses** of an appeal against improvement or prohibition notices
- c) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety legislation costs already incurred
- d) **Costs and Expenses** covered by any Legal Expenses insurance
- e) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

#### 2) Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) Any of **Your** directors or partners - €500
- b) Any of **Your Employees** - €250



### 3) Cross Liabilities

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate **Policy** had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**.

### 4) Indemnity to Principal

**We** will at **Your** request pay any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that:

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, exceptions and limits of this **Policy** insofar as they can apply

### 5) Overseas Personal Liability

**We** will pay **You** and if **You** so request any of **Your** directors partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

**We** will not pay for:

- a) legal liability claims arising out of the ownership or occupation of land or buildings
- b) legal liability claims in respect of which any person referred to above is entitled to payment under any other insurance

### 6) Data Protection

**We** will pay **You** in respect of legal liability claims made against **You** and **Defence Costs** arising under the Data Protection Act 2018 or similar legislation to pay compensation for damage or distress provided that:

- a) The process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn
- b) No liability arises as a result of **You** acting as a Data Processor

**We** shall not be liable in respect of:

- i) The recording or provision of data for reward or for determining the financial status of any person
- ii) Any liability which arises as a result of **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

For the purposes of this Extension the phrases or words 'Data Processor' and 'Data' shall carry the same meaning as defined under the Data Protection Act 2018.

### 7) Caravans

**We** will pay **You** for all sums which **You** are legally liable to pay as damages arising from:

- a) accidental **Bodily Injury**; and/or
- b) loss or damage

arising from:

- i) the permanent siting of up to 10 caravans; or
- ii) the temporary siting of caravans during any 28 days in the **Period of Insurance**

### 8) Additional Persons Insured

- a) In the event of the death of any person entitled to payment under this Section, **We** will pay the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At **Your** request **We** will pay:
  - i) any director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that **You** would have been entitled to payment under this Section if the claim had been made against **You**
  - ii) any officer, committee member or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
  - iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that:
    - 1) each person indemnified by this clause shall as though he were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
    - 2) **We** shall retain the sole conduct and control of all claims

### 9) Moral Obligation

For farming and growing activities only, at **Your** request, **We** will pay for loss, destruction or damage to:

- a) the personal effects of visitors to **Your Premises** (including their vehicles); and/or
- b) other loss destruction or damage arising from:
  - i) **Your** livestock trespassing, escaping or being driven
  - ii) **Your** dogs
  - iii) stones or other objects (other than sprays or chemicals) being thrown up by **Your** agricultural vehicles or machinery; and/or
  - iv) falling trees, branches, walls or any part of the structure of buildings situated at **Your Premises**; for which **You** are not legally liable

The most **We** will pay in total during any one **Period of Insurance** is €2,500.

## SECTION CONDITIONS

### 1) Underground Services

It is a condition of **Your Policy** that where **You** are involved in any digging, drilling, boring, earth moving or excavation work **You** will, before commencing any work:

- a) ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of damage to them
- b) communicate the location of these underground services to **Employees** or contractors carrying out such work on **Your** behalf; and
- c) prepare and retain a written record of the measures taken to locate these underground services

### 2) Use of Heat

It is a condition of **Your Policy** that if **You** use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, **You** will ensure that the following precautions are put into effect each time such equipment is used:

- a) make available for immediate use a suitable fire extinguisher which has been maintained
- b) where possible, move combustible material to at least 10 metres from the point of application of heat. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields or screens to protect the property
- c) where the heat work is being carried out on combustible floors, protect them with fire-resistant materials
- d) complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat
- e) ensure all heat equipment is:
  - i) used in accordance with the manufacturer's instructions
  - ii) attended at all times while alight or in operating mode; and
  - iii) extinguished immediately after use
- f) where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
- g) carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material

## SECTION EXCEPTIONS

**We** will not pay **You** under this Section in respect of legal liability claims arising out of:

- 1) **Bodily Injury** to any **Employee**.
- 2) loss destruction or damage to:
  - a) Property belonging to **You**;
  - b) Property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
- 3) the cost of replacing or making good:
  - a) **Your** faulty defective or incorrect workmanship; or
  - b) materials, goods or other property supplied, installed or erected by **You** or on **Your** behalf
- 4) fines, penalties, liquidated, punitive, exemplary or aggravated damages.
- 5) loss, destruction or damage caused by pollution or contamination other than pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- 6) loss, destruction or damage caused arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exception shall not apply:
  - a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
  - b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy
- 7) Any professional advice, design, formula or specification of products provided by **You** or on **Your** behalf for a fee.
- 8) Any **Product** which is incorporated in with **Your** specific knowledge or results in the grounding of any aircraft, aero-spatial or aerial device.
- 9) arising out of any action or suit brought in a court of law in the United States of America its territories and possessions Puerto Rico or Canada the jurisdiction of the United States of America its territories and possessions Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

- 10) **Asbestos** including but not limited to:
  - a) exposure to
  - b) inhalation of
  - c) fears of the consequence of exposure to or inhalation of
  - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of; **Asbestos**, including any product containing **Asbestos**
- 11) any **Product** which to **Your** knowledge is for use in the braking, steering, suspension system or other critical systems of:
  - a) marine vessels
  - b) motor vehicles (including agricultural vehicles);
  - c) rail vehicles
- 12) work undertaken in or on:
  - a) aircraft or watercraft
  - b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
  - c) railways or railway installations
  - d) docks or harbours
  - e) offshore rigs or platforms
  - f) quarries mines or collieries
  - g) chemical or petro-chemical works oil refineries gas works or fuel storage facilities
  - h) power stations or nuclear plant; or bridges viaducts tunnels dams chimney shafts towers or steeples
- 13) The costs of remedying any defect or alleged defect in land or **Premises** sold or disposed of by **You** of for any reduction in the value of the land or **Premises**.
- 14) any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by **You**.
- 15) the making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind.
- 16) injury loss, destruction or damage caused by or arising out of the failure of any **Products** to perform their intended function.
- 17) the growing or selling of genetically modified crops.
- 18) the use of **Your** land as a camping/caravan site, catering for more than 10 pitches at any one time unless stated on **Your Schedule**.
- 19) the first €500 payable for loss or damage arising as a result of **Livestock** straying onto the public highway from unfenced or common land.
- 20) any business activities inspected by and registered with the Association of Irish Riding Establishments (AIRE).
- 21) **Bodily Injury** loss, destruction or damage arising from Livery other than DIY livery which shall not involve more than 6 animals at any one time unless specified on **Your Schedule**.
- 22) agricultural contracting activities involving:
  - a) any excavation exceeding a depth of 3 metres from the surface
  - b) demolition or the use of explosives
  - c) tunnelling, pile driving or dam construction, including work within or behind dams
  - d) water diversion
- 23) any **Excess** specified in the **Schedule**.
- 24) **Bodily Injury**, loss, destr arising out of **Agricultural Contracting** unless specifically agreed by **Us**.
- 25) claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury.

## SECTION 10 | ALL RISKS SPECIFIED EQUIPMENT

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

#### Specified Property

The property specified in the **Schedule** as insured under this Section.

#### Limit of Liability

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy** for each item of **Specified Property**.

### YOUR COVER

**We** pay **You** for **Damage** for loss, destruction or damage to the **Specified Property** by payment or at **Our** option replacement or repair occurring within the **Territorial Limits**.

### BASIS OF CLAIMS SETTLEMENT

The basis upon which the amount payable is to be calculated shall be the reinstatement of the **Specified Property** on the basis of the following:

- a) where the **Specified Property** is lost the replacement by similar property
- b) where the **Specified Property** is damaged the cost of repair in either case to a condition substantially the same but not better or more extensive than its condition when new

If the repair or replacement is not carried out **We** will pay the reduction in its current value resulting from the loss, destruction or damage but not exceeding what it would have cost to repair or replace.

### SPECIAL CONDITIONS

- a) Reinstatement must be commenced and carried out within a reasonable time
- b) The cost of repair shall not exceed the replacement value as new of the **Specified Property**
- c) Where for any reason no payment is to be made beyond the value of the **Specified Property** at the time of loss or the amount of the damage **We** will not be liable for wear, tear and depreciation and the insurance in respect of such loss or damage shall be subject to the under noted Condition of Average
- d) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in

reinstatement if the whole of the of the **Specified Property** had been lost or damaged exceeds the **Sum Insured** at the time of the damage then the amount payable shall be proportionately reduced

#### Condition of Average

If at the time of loss, destruction or damage the **Sum Insured** in respect of any item of **Specified Property** insured is less than 85% of its value the amount payable shall be proportionately reduced.

### SECTION EXCEPTIONS

**We** will not pay **You** under this Section for:

- 1) Loss, destruction or damage to the **Specified Property** caused by or consisting of:
  - a) mechanical or electrical breakdown or derangement or its own overrunning, short circuiting or self-heating
  - b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, marring, scratching, vermin or insects
  - c) depreciation
  - d) change in temperature, colour, flavour, texture or finish
  - e) any process of cleaning, dyeing, alteration or adjusting
  - f) atmospheric or climatic conditions, or action of light
  - g) inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design, workmanship or materials
- 2) theft or attempted theft from any unattended vehicle.
- 3) theft or attempted theft at the **Premises** unless involving entry or exit by forcible and violent means.
- 4) theft where any **Employee** or **Your Family** is involved as principal or accessory.
- 5) Loss, destruction or damage caused by delay confiscation or detention by customs or other officials or authorities.
- 6) consequential loss of any kind.
- 7) the **Excess** stated in the **Schedule**.

## SECTION 11 | LOSS OF MONEY & ASSAULT

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

#### Injury

Accidental **Bodily Injury** caused solely and directly by violent external and visible means which is the sole and direct cause of death, loss of limb, loss of sight, speech or hearing or disablement as described below in the Scale of Benefits.

#### Business Hours

The period during which **Your Premises** or sites of contract are actually occupied for **Business** purposes and during which **You** or any of **Your** partners, directors or **Employees** entrusted with **Money**, are in the **Premises**.

#### Money

- a) cash, bank and currency notes, cheques and Giro cheques (other than blank or partly completed cheques and Giro cheques) travellers cheques, bankers drafts, and Giro drafts, orders, money orders, National Savings Certificates, and Premium Bonds
- b) current postage and revenue stamps, unexpired units in franking machines, trading stamps, National Insurance stamps (whether affixed to cards or otherwise), National Savings and Holiday with Pay Stamp and Gift Tokens
- c) Luncheon Vouchers, credit card sales vouchers, debit card sales vouchers, Consumer Redemption Vouchers and VAT purchase invoices  
all belonging to **You** or for which **You** have accepted responsibility

#### Person Insured

For the purposes of the Assault Extension only **Person Insured** shall mean **You** or any of **Your** directors, partners or **Employees**.

#### Permanent Total Disablement

A disability caused directly by **Injury** which entirely prevents the **Person Insured** from doing work of any kind for at least 104 weeks, and shows no signs of ever improving.

#### Temporary Total Disablement

A disability caused directly by **Injury** which prevents the **Person Insured** from doing their usual **Business** or occupation.

### YOUR COVER - LOSS OF MONEY

**We** pay **You** in respect of loss of **Money** occurring during the **Period of Insurance** arising solely whilst:

- a) in transit
- b) in bank night safes and thereafter within bank premises until at bank's risk
- c) in **Your** residence or those of **Your** partners, directors or **Employee**
- d) in the **Premises**
- e) within the **Territorial Limits**

### BASIS OF CLAIMS SETTLEMENT AND LIMIT OF INDEMNITY

- a) In respect of any loss of **Money** **We** will pay **You** the amount of such loss up to the Limits of Liability set out below.
- b) Claims in respect of loss, destruction or damage as described in Section Extensions will be settled on the basis of the value of the property at the time of its loss or the amount of the damage but **We** shall not be liable for wear, tear and depreciation

If the repair or replacement is not carried out **We** will pay the reduction in its current value resulting from the loss, destruction or damage but not exceeding what it would have cost to repair or replace subject to the following limits:

- 1) any single loss of **Money** consisting of crossed cheques, crossed Giro cheques, crossed bankers drafts, crossed Giro drafts, crossed postal and crossed money orders, National Savings Certificates, Premium Bonds, unexpired units in franking machines, stamped National Insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices cattle control documents up to €250,000
- 2) any single loss of **Money** other than as described in 1 above

	Limit of Indemnity
a) on the <b>Premises</b> during <b>Business Hours</b>	€5,000
b) on the <b>Premises</b> outside <b>Business Hours</b>	
i) contained in a securely locked safe or strongroom	€3,000
ii) not contained in a securely locked safe or strongroom	€500
c) in <b>Your</b> residence or those of <b>Your</b> partners directors or <b>Employees</b>	
i) contained in a securely locked safe or strongroom	€1,500
ii) not contained in a securely locked safe or strongroom	€500
d) in transit	€5,000
e) in a Bank night safe	€5,000

unless otherwise stated in the **Schedule**.

3) **Damage** to safes, strongrooms, franking machines, containers or waistcoats

4) cost of replacement keys or lock mechanisms of safes or strongrooms with **Our** consent following theft of keys by force or violence up to €1,000 any one claim

## SECTION EXCEPTIONS

**We** will not pay **You** under this Section for:

### 1) Dishonesty of Employees

Any loss arising from fraud or dishonesty of any of:

#### Your Employees

- unless discovered within fourteen working days after it occurred
- if such loss is covered by a policy of fidelity guarantee insurance

### 2) Shortages and Errors

Loss or shortage due to errors or omissions in receipts, payments or accountancy depreciation or currency fluctuations or consequential loss of any kind.

### 3) Forgery and Computer Fraud

Any loss resulting directly or indirectly from forgery, fraudulent alteration, substitution, fraudulent use of a computer or electronic transfer.

### 4) Counterfeit Money

Loss resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.

### 5) Unattended Vehicle

Loss from an unattended vehicle (being a vehicle with no-one in charge keeping it under observation and able to observe any attempt by anyone to interfere with it with a reasonable prospect of preventing any unauthorised interference).

### 6) Territorial Limits

Loss occurring outside the **Territorial Limits**.

## SECTION CONDITIONS

### 1) Transit

It is a condition under this Section of **Your Policy** that all **Money** in transit must be accompanied as follows:

Amount of Money in Transit	Number of able-bodied adults required to accompany the Money equally distributed between them
In excess of €2,000 but not exceeding €4,000	Two
In excess of €4,000 but not exceeding €6,000	Three
In excess of €6,000 but not exceeding €10,000	Four
In excess of €10,000	Professional Security Carriers

### 2) Keys

It is a condition under this Section of **Your Policy** that all keys or notes of combinations of safes or strongrooms will be in **Your** custody or that of an authorised **Employee** during **Business Hours** and not left in the **Premises** out of **Business Hours**.

### 3) Locked Safes and Containers

It is a condition under this Section of **Your Policy** that **You** shall secure and lock all safes and other **Money** containers (excluding cash registers) whenever such containers are left unattended.

### 4) Records

It is a condition under this Section of **Your Policy** that **You** shall keep a record of all **Money** insured under this Section and such record shall be kept in a secure place other than in safes or strongrooms on the **Premises** or the private dwelling or domestic living quarters of **You** or safes of **Your** partner, director or **Employees**.

## ASSAULT

### YOUR COVER

**We** will pay **You** for the amount set out in the Scale of benefits below if any **Person Insured** suffers **Injury** caused as the direct result of robbery or any attempted robbery in the course of the **Business** which will independently of any other cause be the sole cause of the relevant condition as set out in the Scale of Benefits below unless otherwise stated in the **Policy**.

## SCALE OF BENEFITS

### 1) Death

Death occurring within 104 weeks of suffering the **Injury** - €10,000.

### 2) Loss of Limb

Total loss by physical severance, or total loss of use of, one or more hands or feet - €10,000.

### 3) Loss of Sight or Speech or Hearing

Total and irrecoverable loss of:

- all sight in one or both eyes; or
- the power of speech; or
- the sense of hearing

occurring within 104 weeks of suffering the **Injury** - €10,000.

**4) Permanent Total Disablement** (other than Loss of Limb or Loss of Sight Speech or Hearing) - €10,000.

**5) Temporary Total Disablement** - €100 for each week of disablement.

### 6) Clothing and Personal Effects

Loss, destruction or damage to clothing and personal effects belonging to any **Person Insured** - replacement of such items up to a maximum of €500.

## BENEFITS AND LIMITATIONS FOR EACH PERSON

- 1) **We** shall not pay Benefits for **Injury** insofar as they are directly or indirectly due to or prolonged by pregnancy or childbirth.
- 2) **We** shall pay Benefit for only one of Items 1 to 4 in the Scale of Benefits inclusive for any one person.
- 3) **Permanent Total Disablement** must commence within 104 weeks of suffering the **Injury** and will not be payable until 104 weeks after the date of suffering the **Injury**.
- 4) **Temporary Total Disablement** - Benefit shall be payable for a maximum of 104 weeks from the date of suffering the **Injury**. **Our** liability under this head of cover shall cease once Benefit 1, 2, 3 or 4 of the Scale of Benefits becomes claimable.

## SECTION CONDITIONS

It is a condition under this Section of **Your Policy** that the **Person Insured** must have received medical attention from and continued under the care of a qualified medical practitioner.

## SECTION EXCEPTIONS

**We** will not pay **You** under this Section in respect of:

- 1) any amount exceeding the Benefits set out in the Scale of Benefits
- 2) **Injury** to any under the age of 16 or over the age of 70.



## SECTION 12 | FARM PROPERTY IN TRANSIT

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Property Insured

Agricultural and horticultural produce, consumable stores and Machinery (including spare parts and accessories) belonging to **You** or for which **You** are responsible, and pertaining to the **Business** specified in the **Schedule**.

#### Goods

Goods belonging to **You** or held by **You** in trust and for which **You** are responsible stated in the **Schedule**.

### YOUR COVER

**We** will pay **You** in the event of loss, destruction or damage to the **Property Insured** whilst in transit by vehicles owned, hired or leased by **You** (including loading and unloading and temporary housing in course of transit) anywhere within the **Territorial Limits**.

The maximum **We** will pay in respect of Goods and **Property Insured** is restricted to the limit specified on **Your Schedule**.

### SECTION EXTENSIONS

#### 1) Personal Effects

**We** will pay **You** in respect of any loss, destruction or damage to personal effects belonging to the driver and/or attendant, whilst carried in any vehicle which is conveying Goods in transit.

The maximum amount payable under this Extension shall not exceed €500 per person.

#### 2) Ropes and Tarpaulins Cover

**We** will pay **You** for accidental loss of or damage to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **You** or for which **You** are responsible, not insured under any other policy, occurring during the **Period of Insurance** within the **Territorial Limits**, whilst carried on a vehicle.

The maximum amount payable under this Extension shall not exceed €1,000 any one claim.

#### 3) Debris Removal Costs

**We** will pay **You** in respect of any additional costs necessarily incurred in removing debris, consequent upon loss, destruction or damage to the Goods in transit.

The maximum amount payable under this Extension shall not exceed €2,500 any one claim.

#### 4) Transfer Costs

**We** will pay **You** in respect of any additional costs

necessarily incurred in transferring such **Property Insured** to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle.

The maximum amount payable under this Extension shall not exceed €2,500 any one claim.

### SECTION EXCEPTIONS

**We** will not pay **You** under this Section for:

- a) Theft from any unattended vehicle unless such vehicle is securely locked and all alarms and other security devices have been made operative
- b) The deterioration of **Goods** conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft
- c) Any consequential, indirect loss or loss or damage due to delay
- d) Loss or damage to bills of exchange promissory notes money securities for money stamps precious stones precious metals works of art rare books securities of any description jewellery bullion or loss or death of or **Bodily Injury** to living creatures
- e) Spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the **Property insured**
- f) Depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
- g) Inherent vice, leakage or ordinary loss in weight or volume
- h) Bruising, scratching, chipping, denting, rust, oxidation or discolouration
- i) Faults in processing or the insufficiency or unsuitability of packing or preparation
- j) Loss, destruction or damage to **Property Insured** in or on soft topped, open topped, open sided or curtain sided vehicles, caused by theft or attempted theft (unless the conveying vehicle is stolen at the same time) or storm
- k) Loss or damage to **Livestock**
- l) Loss or damage to any mechanically propelled vehicle
- m) **Property Insured** carried for hire or reward unless specified on **Your Schedule**
- n) Loss, destruction or damage occurring outside the **Territorial Limits**

## SECTION 13 | BULK MILK TANKS

### BULK MILK TANKS COVER

**We** will pay **You** (up to but not exceeding the **Sum Insured** shown in the **Schedule**) for:

- 1) Loss of or damage to the Bulk Milk Tank and associated equipment described in the **Schedule**.
- 2) Loss deterioration or putrefaction of milk contained in the Bulk Milk Tank described in the **Schedule** and directly caused by:
  - a) loss or damage to such Tank for which **You** are entitled to recover under 1 above
  - b) the action of refrigerant fumes which have escaped from the refrigerating plant
  - c) failure (from any inherent cause) of any thermostatic or automatic controlling devices
  - d) failure of the public supply of electricity which is:
    - i) not caused by a deliberate act of the supply undertaking unless such deliberate act is performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system
    - ii) not caused by a scheme of rationing unless necessitated solely by physical damage to a part of the supply undertaking's system

### BASIS OF CLAIMS SETTLEMENT

#### a) **Property less than 2 years old**

In the event of **Property Insured** permanently installed at the **Premises** being destroyed or damaged within 2 years of the completion of manufacture the basis upon which payment is calculated under the **Policy** shall be the reinstatement of such **Property Insured** and reinstatement shall mean replacement by similar property in a condition equal to but not better or more extensive than its condition when new

Provided always that:

- i) the work of reinstatement must be completed within 12 months after the destruction or within such further time as **We** may (during the said 12 months) in writing allow subject to our liability not being increased
- ii) the additional cost of reinstatement will not be payable until this has been actually incurred

#### b) **Other Property**

In the event of other **Property Insured** being destroyed or damaged **We** will pay **You** the value of the said property at the time of the happening of its destruction or the amount of such **Damage** or at our option reinstate or replace such property or any part of it

### SECTION EXTENSIONS

#### **Temporary Repairs**

**We** will pay **You** in respect of additional expenses incurred with **Our** written approval in making a temporary repair to the Tank or in expediting a permanent repair.

**Our** total liability shall not exceed €1,000 in respect of the additional expenses and expediting expenses arising from each insured occurrence.

### SECTION CONDITIONS

#### **Maintenance Contract**

It is a condition of **Your Policy** that a contract is in force providing for competent engineers to service and maintain in proper condition the plant associated with the **Property Insured** by means of inspection at intervals not exceeding 12 months.

### SECTION EXCEPTIONS

**We** will not pay **You** under this Section for:

- a) loss of or damage to electric bulbs heating elements photo-electric cells trailing cables flexible hoses or pipes
- b) loss of or damage caused by fire, lightning, explosion, flood, storm, earthquake, stealing, aircraft or other aerial devices or articles dropped from them
- c) loss or damage arising from wear tear erosion corrosion or other deterioration
- d) chipping of painted surfaces or scratching of any surfaces
- e) the cost of maintenance nor the cost of making good joints or seams
- f) to any property over fifteen years old

## SECTION 14 | PERSONAL ACCIDENT & ILLNESS

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Accident/Accidental

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which **You** are travelling.

#### Annual Salary

**Your** Gross Annual Salary but excluding remuneration received in respect of bonuses, commission or overtime.

#### Beneficiary

The person to whom the benefit for item 1, **Accidental** death shall be payable to in the event of a claim under this **Policy**.

#### Benefit Period

The maximum period from the date of **Temporary Total Disablement** or **Temporary Partial Disablement** is payable for. This period starts at the end of the **Excess Period**.

#### Bodily Injury

Identifiable physical injury which:

- 1) is sustained by **You**; and
- 2) is caused by an **Accident** during the **Period of Insurance**; and
- 3) solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions **Your** death or disablement within 12 months from the date of the **Accident**

#### Excess Period

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

#### Gross Weekly Wage

1/52nd of the “**Annual Salary**”.

#### Illness

A disease or sickness which first manifests itself during the **Period of Insurance** and occasions **Your** total disablement within twelve months after first declaring itself.

#### Insured Person

Any person shown in the **Policy** as being an Insured Person.

#### Loss of Limb

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

#### Medical Expenses

Expenses necessarily and reasonably incurred by **You** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

#### Medical Practitioner

A suitably qualified medical practitioner registered by the Irish Medical Council in the **Territorial Limits** other than:

- 1) **You**, or
- 2) A member of **Your** immediate family

#### Permanent Total Disablement

Disablement which entirely prevents **You** from attending to the duties of **Your** usual business or occupation and which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

#### Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

#### Permanent Total Loss of Speech

Permanent total and irrecoverable loss of speech which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

#### Temporary Partial Disablement

Disablement which temporarily prevents **You** from attending to a substantial part of the duties of **Your** usual **Business** or occupation.

#### Temporary Total Disablement

Disablement which temporarily and totally prevents **You** from attending to the duties of **Your** usual **Business** or occupation.

## YOUR COVER

Item	Schedule of Benefits	Benefit per unit of cover
1	Accidental Death	€10,000
2	Permanent Total Loss of Sight of One Eye	€10,000
3	Permanent Total Loss of Sight of Both Eyes	€10,000
4	Loss of One or More Limb(s)	€10,000
5	Permanent Total Loss of Speech	€10,000
6	Permanent Total Loss of Hearing in One Ear	€5,000
	Permanent Total Loss of Hearing in Both Ears	€10,000
7	Permanent Total Disablement from usual occupation	€10,000
	Permanent Partial Disablement	Not Covered
8	Accident or Illness only resulting in Temporary Total Disablement	€50
9	Accident or Illness only resulting in Temporary Partial Disablement	€20
10	Accident only resulting in Temporary Total Disablement	€50
11	Accident only resulting in Temporary Partial Disablement	€20
12	Quadriplegia	€5,000
13	Triplegia	€2,500
14	Paraplegia	€2,500

### BASIS OF CLAIMS SETTLEMENT AND LIMIT OF INDEMNITY

Any benefit under Items 8, 9, 10 or 11 is subject to:

- a maximum benefit period as shown in **Your Schedule**
- an **Excess Period** during which no benefit shall be payable both as stated in the **Policy Schedule**

### PERSONAL ACCIDENT - YOUR COVER

**We** will pay **You** or any **Insured Person** for **Bodily Injury** which is the sole cause of:

- Death or disablement; or
- Death or disablement as a result of exposure to the elements

then **We** will pay the appropriate benefit as stated on the **Policy Schedule** for such death or disablement.

### SECTION EXTENSIONS

#### Medical Expenses

**We** will pay the cost for Medical Expenses incurred following **Bodily Injury** which results in a valid claim under items 1-11 of the above. **We** will pay this in addition up to but not exceeding 20% of any claim admitted under such item up to a maximum of €5,000 per **Insured Person**.

### PERSONAL ACCIDENT SECTION CONDITIONS

- If item 1 of the **Policy Schedule** is covered and an **Accident** causes death within 12 months of the date of that Accident, and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 of the **Policy Schedule**, **We** will only pay the benefit as stated under item 1 of the **Policy Schedule**.
- In respect of items 1-7, the total sum payable for any one or more **Accidents** to **You** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such items.
- We** will not pay for more than one of the benefits covered under items 1 - 7 in respect of any one or more **Accidents**.

- 4) Any weekly benefits payable under items 10 or 11 shall cease upon:
  - a) the expiry of the **Benefit Period** as stated in the **Policy Schedule**; or
  - b) death of the Insured Person; or
  - c) the date the Insured Person ceases to fulfil the definition of Temporary Total Disablement (and/or Temporary Partial Disablement if applicable), whichever occurs first
- 5) The benefit provided under item 10, shall be no more than a maximum of 100% of the **Gross Weekly Wage** of the **Insured Person** during the twelve months immediately prior to the **Accident** giving rise to the claims.
- 6) The benefit provided under item 11, shall in no circumstances exceed 50% of the amount of weekly benefit payable under item 10 irrespective of whether such benefit is actually payable under such item 10.
- 7) If payment of a claim is made under items 10 or 11 and subsequently a benefit is claimable under items 1-7 from the same **Accident**, then any amount already paid shall be deducted from any lump sum payment due.

## PERSONAL ACCIDENT SECTION EXCEPTIONS

**We** will not pay **You** under this Section in respect of any claim:

- 1) arising from or attributable to **Illness** or natural cause
- 2) for any expenses incurred for longer than the **Benefit Period** as noted in the **Policy Schedule** or 104 weeks whichever the less is
- 3) In respect of items 8-11, where the benefit payable is recoverable under any other Insurance that **You** may have in force

## ILLNESS - YOUR COVER

If **You** suffer an **Illness** which is the sole cause of **Your** disablement, then **We** will pay the appropriate benefit as stated on the **Policy Schedule** for such disablement.

## SECTION EXTENSIONS

### Medical Expenses

**We** will pay the cost for Medical Expenses incurred following **Bodily Injury** which results in a valid claim under items 1-11 of the above. **We** will pay this in addition up to but not exceeding 20% of any claim admitted under such item up to a maximum of €5,000 per **Insured Person**.

## ILLNESS SECTION CONDITIONS

- 1) **We** will not pay for more than one of the Benefits covered under items 8-9 in the **Policy Schedule** in respect of the same **Illness**.
- 2) In respect of items 8-9, the total sum payable for any one or more **Illnesses** to any one **Insured Person** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such items
- 3) Any weekly benefits payable under items 8 or 9 shall cease upon:
  - a) the expiry of the **Benefit Period** as stated in the **Policy Schedule**; or
  - b) death of the **Insured Person**; or
  - c) the date the **Insured Person** cease to fulfil the definition of **Temporary Total Disablement** (and/or **Temporary Partial Disablement** if applicable), whichever occurs first
- 4) The benefit provided under item 8, **Temporary Total Disablement**, shall be no more than 100% of the **Gross Weekly Wage** of the **Insured Person** during the twelve (12) months immediately prior to the **Illness** giving rise to the claim.
- 5) The benefit under item 8 shall only become payable once the total amount has been ascertained and agreed by **Us**.

## ILLNESS SECTION EXCEPTIONS

**We** will not pay **You** under this Section in respect of any claim:

- 1) Directly or indirectly arising out of, consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named.
- 2) In respect of this Section (Illness), where the benefit payable is recoverable under any other Insurance that **You** may have in force.
- 3) In respect of Section (Illness), for any expenses incurred for longer than the Benefit Period as noted under item 12 in the **Policy Schedule** or 104 weeks whichever the less is.

## GENERAL SECTION CONDITIONS

### 1) Changes to Occupation and Pastimes

Any change to **Your** occupation or pastime in which greater risk may be incurred than in the occupation or pastime originally disclosed to **Us** must be notified to **Us** and agreed in writing.

Failure to notify **Us** of these changes may result in the **Policy** not operating and any claim not being paid. Special terms may have to be applied and an additional premium may be required.

## 2) Claims Co-operation

**You** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any records **We** deem necessary to evaluate the claim.

## 3) Claims Procedure

Notice must be sent to **Us** of any **Accident** or **Illness** to **You** which may give rise to a claim under this **Policy** within 30 days of the **Accident** or **Illness**.

**You** must place yourself or the **Insured Person** who is subject to a claim under this Section under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible.

## 4) Interest on Benefit Payable

**We** will not pay interest on any benefit payable.

## 5) Maximum Any One Occurrence Limit

In the event of an **Accident** or **Illness** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy Schedule**, the total benefit payable shall be proportionally reduced until that total does not exceed that limit.

## 6) Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other **Accident** or **Illness** Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the **Period of Insurance**.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies except for items 1-7 and items 12-14 as shown on the **Policy Schedule** which will be paid in full.

## 7) Right to Medical Records and Medical examination

Following notice of a claim **You** shall provide when requested by **Us** all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

## 8) Trust Assignment

**We** will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

## GENERAL SECTION EXCEPTIONS

**We** will not pay **You** under this Section for death, disablement or loss:

- 1) Whilst **You** or the **Insured Person** are engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- 2) Whilst **You** or the **Insured Person** are engaged or taking part in aeronautics or aviation, other than as a passenger.
- 3) Whilst **You** or the **Insured Person** are engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
- 4) Whilst **You** or the **Insured Person** are riding or driving in any kind of race.
- 5) Whilst **You** or the **Insured Person** are participating in any sport as a professional player.
- 6) Directly or indirectly caused or contributed to by **You** or the **Insured Person**:
  - a) intentional self-injury
  - b) suicide or attempted suicide
  - c) provoked assault or fighting except in bona fide self-defence
  - d) own criminal act
  - e) engagement or participation in civil commotions or riots of any kind
- 7) Whilst **You** or the **Insured Person** are under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render **You** or the **Insured Person** unfit to drive regardless of whether **You** or the **Insured Person** are driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
- 8) Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder including anxiety and/or depression.
- 9) Arising from a sickness, disease, disability or condition for which **You** or the **Insured Person** have received medical advice or treatment during the 12 month period prior to the effective date of this **Policy**, unless specifically agreed in writing by **Us**.
- 10) Arising from or attributable to **War** (whether declared or not).
- 11) Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an Act of Terrorism involving the use or release or the threat of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
- 12) Arising out of or consequent upon or contributed by **Radiation**.

## SECTION 15 | BUSINESS INTERRUPTION

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

#### Annualised Sum Insured

In respect of **Loss of Gross Revenue** the revenue earned during the twelve months immediately before the date of the **Damage**.

In respect of **Loss of Gross Profit** the profit earned during the twelve months immediately before the **Damage**.

#### Gross Profit

The amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress.

#### Gross Rentals

The money paid or payable to **You** for tenancies and other charges and for services rendered in the course of the **Business** at the **Premises**.

#### Gross Revenue

**Money** paid or payable to **You** in respect of goods sold and delivered and for services rendered in the course of the business at the **Premises**. This includes **Produce** and **Deadstock** and **Livestock** on the **Premises** which will be used in production of this revenue.

#### Increased Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period**.

#### Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period**.

#### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

#### Loss of Gross Profit

The amount by which the **Gross Profit** during the **Indemnity Period** falls short of the **Gross Profit** which would have been received but for the **Damage**.

#### Loss of Gross Revenue

The amount by which the **Gross Revenue** during the **Indemnity Period** falls short of the **Gross Revenue** which would have been received but for the **Damage**.

#### Maximum Indemnity Period

The period stated in the **Schedule**.

#### Turnover

The money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

### THE COVER

**We** will pay **You** for **Loss of Gross Revenue**, **Loss of Gross Profit** or **Increased Cost of Working** as specified on **Your Schedule** resulting from **Damage to Property Insured** for which liability has been admitted under Sections 2, 3, 4 or 6 of this **Policy** and stated in the **Schedule** as being operative; caused by each of the following Specified Perils as they appear in the **Schedule**, occurring at the **Premises** during the **Period of Insurance**.

The insurance under this item is limited to:

- a) **Loss of Gross Revenue** sustained in consequence of the happening of a Specified Peril as shown by comparing the revenue earned during the **Indemnity Period** with the **Gross Revenue** which it is estimated would have been earned during such period had the **Damage** not occurred or **Loss of Gross Profit** sustained in consequence of the happening of a Specified Peril as shown by comparing the profit earned during the **Indemnity Period** with the **Gross Profit** which it is estimated would have been earned during such period had the **Damage** not occurred
- b) Additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Damage** in order to maintain the **Business** as far as possible during the **Indemnity Period**, but not exceeding the further amount for which **We** would have been liable under clause a) had such additional expenditure not been incurred

Less any sum saved during the **Indemnity Period** in respect of any charges or expenses of the business payable out of **Gross Revenue** or **Gross Profit** which may cease or be reduced in consequence of the **Damage**.

Provided that **Our** liability shall in no case exceed:

- a) in respect of any period of 12 months, or less, during the **Indemnity Period**: twice the Annualised **Sum Insured**
- b) nor in total: five times the **Annualised Sum Insured**

SPECIFIED PERILS (IF SHOWN AS INSURED IN YOUR SCHEDULE)	BUT WE WILL NOT PAY FOR DAMAGE
Fire	a) caused by explosion resulting from fire b) caused by earthquake or subterranean fire c) to that portion of any item of the <b>Property Insured</b> caused by its own self ignition leakage of electricity, short circuiting or over running d) caused by <ul style="list-style-type: none"> <li>i) its own spontaneous fermentation or heating</li> <li>ii) it undergoing of any heating process or involving the application of heat other than the drying of produce</li> </ul>
Lightning	
Explosion	a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only b) to any vessel, machine or apparatus or its contents resulting from explosion but this shall not exclude <b>Damage</b> caused by explosion of any boiler or gas appliance used for domestic purposes only
Aircraft and/or other aerial devices and/or articles dropped from them	
Earthquake or Subterranean Fire	
Spontaneous Fermentation, Heating or Combustion	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	a) arising from the cessation of work b) arising from confiscation or destruction or requisition by order of the Government or any public authority c) caused by a person who is lawfully in the <b>Building</b> d) in respect of any <b>Building</b> which is <b>Unoccupied</b> or not in use
Storm or Tempest or Flood	a) attributable solely to change in the water table level; or b) caused by <ul style="list-style-type: none"> <li>i) subsidence, ground heave or landslip</li> <li>ii) frost</li> <li>iii) felling, lopping, pruning of trees</li> </ul> c) to fences and gates d) to growing crops e) to movable property in the open or in open sided Buildings
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	Caused by water discharged or leaking from an automatic sprinkler installation.
Impact by any vehicle, train, including items dropped from them, or animal	Caused by animals belonging to <b>You</b> or in <b>Your</b> care, custody or control.
Impact By Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	
Theft or attempted theft	a) Loss or <b>Damage</b> caused by or in collusion with any member of <b>Your Family</b> or <b>Employee</b> b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information other than disappearance of <b>Livestock</b> for a period exceeding 30 days
Mysterious Disappearance or unexplained shortage of <b>Livestock</b> for a period of thirty days or more	<b>Livestock</b> kept on common or unfenced land
Electrocution of <b>Livestock</b>	



<p><b>Livestock Worrying</b></p> <p>Cover is provided for <b>Fatal Injury</b> to <b>Livestock</b> belonging to <b>You</b> or in <b>Your</b> care, custody or control caused by dogs (other than a dog or dogs owned by <b>You</b> or any member of <b>The Your Family</b>, foxes and vermin</p> <p>Provided always that such injury shall, solely and independently of any other cause, result in the death of such <b>Livestock</b> or its necessary slaughter in the interests of humanity (under certificate by a qualified Veterinary Surgeon) within thirty days of the occurrence of such injury</p>	<p>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury</p> <p>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life</p> <p>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease</p> <p>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party</p> <p>e) <b>Fatal Injury</b> to any other animal other than Sheep, Goats, Cattle or Poultry</p>
<p><b>Accidental Damage</b></p>	<p>a) caused by or specifically excluded from any of the Specified Perils in this Section</p> <p>b) caused by or consisting of</p> <p>i) inherent vice, latent defect, gradual deterioration, change in water table level, frost, wear and tear</p> <p>ii) faulty or defective design or materials, faulty or defective workmanship, operational error or omission by <b>You</b>, <b>Your</b> partners, directors, or <b>Employees</b>, or contracted consultants</p> <p>but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded</p> <p>c) caused by or consisting of:</p> <p>i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects</p> <p>ii) change in temperature, colour, flavour, texture or finish the action of light or atmosphere</p> <p>iii) joint leakage, failure of welds, cracking, fractioning, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them</p> <p>iv) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates</p> <p>but this shall not exclude subsequent loss or damage which itself results from a cause not otherwise excluded</p> <p>d) caused by or consisting of:</p> <p>i) settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslide</p> <p>ii) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</p> <p>e) <b>Damage to Buildings</b> caused by their own collapse or cracking however <b>We</b> will pay <b>You</b> in respect of such <b>Damage</b> if it results from a Specified Peril and is not otherwise excluded</p> <p>f) in respect of:</p> <p>i) <b>Buildings</b> or structures in course of construction or erection and materials or supplies in connection with all such construction or erection</p> <p>ii) land, road, pavements, piers, jetties, bridges, culverts or excavations</p> <p>iii) fixed glass and sanitary ware other than as defined in <b>Buildings</b> unless specifically stated in the Schedule and the <b>Damage</b> is not otherwise excluded</p> <p>g) arising from any acts of fraud or dishonesty</p>

Subsidence, Ground Heave or Landslip of any part of the <b>Premises</b> on which the property stands	a) arising from the settlement or movement of madeup ground or by coastal or river erosion b) arising from collapse, cracking, shrinkage, expansion or settlement of <b>Buildings</b> c) occurring as a result of the construction, demolition, alteration or structural repair of any <b>Buildings/structures</b> at the <b>Premises</b> d) arising from the normal settlement or bedding down of new structures e) commencing prior to the inception of cover under this <b>Policy</b> f) to forecourts, car parks, roads, pavements, yards, patios, walls, gates, fences, landlords fixtures and fittings, paved areas or footpaths unless such property is specifically insured by this Section and if <b>Damage</b> occurs to the <b>Buildings</b> to which such property applies and those <b>Buildings</b> are insured by this <b>Policy</b>
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## BASIS OF CLAIMS SETTLEMENT AND LIMIT OF INDEMNITY

### Limit of Liability

**We** will pay **You** the value of the **Sum Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option **We** will reinstate or replace such **Property Insured** or any part of such **Property Insured**.

**We** will not pay any sum

In respect of **Livestock** in excess of either

- a) the market value of the animal(s) involved or
- b) €5,000 any one animal

whichever is the less

### Gross Revenue

**We** will pay:

- a) In respect of loss of **Gross Revenue** - the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the standard **Turnover**
- b) In respect of Increase in **Cost of Working** - the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total amount of the reduction in **Gross Revenue** avoided

### Gross Profit

**We** will pay:

- a) In respect of loss of **Gross Profit** - the amount by which the **Gross Profit** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Annualised Sum Insured**
- b) In respect of **Increase in Cost of Working** - the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Profit** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total amount of the reduction in **Gross Profit** avoided

### Increased Cost of Working

**We** will pay **You** for the **Increased Cost of Working** and the amount payable will be the additional expenditure necessarily and reasonably incurred by **You** as a result of the incident in order to prevent or minimise the interruption of the **Business** during the **Indemnity Period** but not exceeding the **Sum Insured** shown in the **Schedule**.

### Additional Increase in Cost of Working

**We** will pay **You** for such further additional expenditure beyond that recoverable under clause (b) of **Gross Revenue** or **Gross Profit** as **You** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of avoiding or diminishing the reduction in turnover but not exceeding the **Sum Insured** shown in the **Schedule**.

### Gross Rentals

Subject to the provisions below **We** will pay:

- a) In respect of loss of **Gross Rentals** - the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the standard **Gross Rentals**
- b) In respect of Additional Expenditure - the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total amount of the reduction in **Gross Rentals** avoided

### Average

If the **Annualised Sum Insured** for **Loss of Gross Revenue** or **Gross Rentals** or **Gross Profit** is less than 75% of the **Gross Revenue** or **Gross Rentals** **Gross Profit** the amount payable by **Us** to **You** in respect of **Loss of Gross Revenue** or **Loss of Gross Rentals** or **Loss of Gross Profit** and/or **Increased Costs of Working** will be proportionately reduced.

## SECTION EXTENSIONS (ONLY APPLICABLE IF YOU HAVE INSURED LOSS OF GROSS REVENUE OR LOSS OF GROSS PROFIT)

### 1) Prevention of Access

**We** will cover **You** in respect of **Damage** to property in the vicinity of the **Premises** as a result of **Damage** caused by any of the Specified Perils insured under this **Policy** which prevents or hinders use of or access to the **Premises** whether the **Premises** have been damaged or not.

The maximum **We** will pay is €100,000 any one claim.

### 2) Public Utilities - Water, Gas or Electricity

**We** will pay for loss or damage caused by the accidental failure of the public service of water gas or electricity at the terminal point of the service feed to the **Premises** but excluding:

- a) where such failure is for a period of less than 4 hours
- b) where the service supplier exercises the right to restrict or withhold service including but not limited to withdrawal of service due to industrial action
- c) as a result of any fault in any part of **Your** installation at the **Premises**

The maximum **We** will pay is 10% of the **Sum Insured** or €100,000 whichever is the less any one claim.

### 3) Unspecified Customers and Suppliers

**We** will pay for **Damage** to property at the **Premises** of any of **Your** customers or suppliers, manufacturers or processors of goods materials or produce but excluding:

- a) any Loss as a result of any such **Damage** at any **Premises** of any supply undertaking from which **You** obtains electricity gas water or telecommunication services unless specifically stated in the section
- b) any Loss as a result of **Damage** not within the **Territorial Limits**

The maximum **We** will pay is 10% of the **Sum Insured** or €100,000 whichever is the less any one claim.

### 4) Disease/Closure

**We** will cover **You** for closure of the **Premises** by Public Authorities following

- a) the occurrence of the following diseases: Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis,

Whooping Cough or Yellow Fever, at the **Premises**

- b) murder or suicide at the **Premises**
- c) food poisoning or drink poisoning at the **Premises**
- d) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water at the **Premises**

**Our** liability under this Extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** shall be affected in consequence of the closure.

The maximum **We** will pay is €50,000 in the aggregate in any one **Period of Insurance**.

### 5) Book Debts

If **Your Business** records are lost or damaged as a consequence of a claim under this Section of **Your Policy** **We** will pay for the difference between the **Outstanding Balances** and the total of the amounts received or traced in connection with such balances, the additional expenditure incurred with **Our** consent in tracing and establishing customers debit balances after the **Damage**.

The maximum **We** will pay is €25,000 any one claim.

### 6) Contract Sites

**We** will pay **You** for loss resulting from interruption of or interference with the **Business** as a result of **Damage** to **Your Property Insured** whilst at contract sites being worked upon by **You** anywhere within the **Territorial Limits**.

The maximum **We** will pay is 10% of the **Sum Insured** or €250,000 whichever is the less any one claim.

### 7) Key Employees

**We** will pay **You** for any loss covered by this section resulting from interruption of or interference with the **Business** as a result of:

- a)
  - i) death of an employee;
  - ii) permanent total disablement arising out of **Bodily Injury** which in the opinion of an independent medical officer will in all likelihood prevent the **Employee** from carrying out their usual employment or usual occupation for the remainder of their life
- b) the **Employee** winning a prize on the national lottery, premium bonds or football pools providing that their win exceeds €100,000 but excluding losses where the **Employee**:
  - i) has been employed by **You** for a period of less than 12 months;
  - ii) has served notice or has been served notice of termination of their employment prior to their win

- iii) has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of their win

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win of the **Employee** and end 12 weeks after this date.

The maximum **We** will pay is €50,000 in any one **Period of Insurance**.

#### 8) Loss as a result of Forced Sale of Dairy Cows

**We** will pay for loss sustained by **You** in consequence of **Damage** at the **Premises** necessitating forced sale of dairy cows.

The maximum **We** will pay shall be the difference between the sale price and the current market value but not exceeding €2,500 in respect of each animal sold nor in the aggregate the **Sum Insured** noted in the **Schedule**.

Provided that such diminution in value shall not include the value of milk which would have been produced during the **Indemnity Period**.

#### 9) Veterinary Surgeon Fees

**We** will pay for veterinary surgeons fees including treatment fees necessarily incurred in an attempt to prevent death of **Livestock**, as a result of **Damage**

The maximum **We** will pay is €750 per animal and a maximum of €5,000 in respect of any one claim in the aggregate.

#### 10) Debris Removal

**We** will pay for debris removal costs necessarily and reasonably incurred by **You** with **Our** consent in removing **Produce**, **Deadstock** and **Livestock** for sale following insured **Damage**.

Provided that **We** will not pay for any costs

- a) incurred in removing debris except from the site of such property and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this **Policy**
- c) exceeding €350 in respect of any one animal or €2,500 in the aggregate for animals in any one **Period of Insurance**

#### 11) Accidental Damage Extension in respect of Increased Cost of Working

**We** will pay for

- a) additional expenses necessarily incurred following **Damage** to any Machinery including Grain Driers, Combines and Tractors that are **Your** property or for which **You** are responsible
- b) additional expenses necessarily incurred following **Damage** to any **Buildings** in which Machinery including Grain Driers, Combines and Tractors that are **Your** property or for which **You** are responsible are housed excluding

- i) loss, destruction or damage caused by electronic or mechanical breakdown or derangement unless caused by accidental damage to the exterior of the item
- ii) loss, destruction or damage by theft or attempted theft
- iii) The first €100 of each claim
- iv) Loss, destruction or damage to Private Cars and Commercial Vehicles

The maximum **We** will pay is €20,000 in any one **Period of Insurance**.

#### 12) Additional Increase in Cost of Working - Arable/Livestock Revenue(s)

**We** will pay for **Additional Increase in Cost of Working** in respect of the following declared occupations when they are shown as operative under the **Business** Interruption section in **Your Schedule**:

Pigs - Unheated, Pigs - Heated, Poultry - Unheated , Poultry - Heated, Arable, Beef, Sheep, Livestock.

The maximum **We** will pay is €50,000 in any one **Period of Insurance**.

## SECTION CONDITIONS

### Material Damage Condition

It is a condition of **Your Policy** that there is in force at the time of the **Damage** an insurance policy covering your interest in the **Property Insured** at the **Premises** for the damage except in respect of **Produce, Deadstock** or **Livestock** used in the production of **Gross Revenue**.

### Veterinary Surgeon's Report

In the event of **Damage** which may give rise to a claim (Theft and Mysterious Disappearance excepted) **You** shall immediately arrange for:

- a) adequate attention and treatment; and
- b) a veterinary surgeon's report on the cause of loss of the **Livestock** insured to be carried out

If a veterinary surgeon's report is not provided **We** reserve our rights to repudiate **Your** claim.

## SECTION EXCEPTIONS

**We** will not pay for:

- 1) the wilful act or wilful neglect of **You**
- 2) wear and tear, deterioration or gradually developing flaws or defects
- 3) confiscation or destruction or requisition by order of the Government or any Public Authority
- 4) any losses where **You** have agreed to euthanise an animal due to the cost of saving the animal exceeding €750 in veterinary surgeons fees but being less than the market value of the animal unless **You** have obtained agreement from **Us**
- 5) any **Excess** stated in **Your Schedule**
- 6) any claims if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent

## SECTION 16 | MOTOR

The extent of cover applicable under this **Policy** is as stated in the **Schedule** or any relevant **Endorsement**. The Sections of the **Policy** which apply to each type of cover are as follows:

- Comprehensive Sections A, B, C, D & E
- Third Party Fire & Theft Sections A, B(b) & E
- Third Party only Sections A & E

### PART A | THIRD PARTY LIABILITY

#### COVERS

**We** will insure **You** against all sums **You** are legally liable to pay arising from:

- a) death of or bodily injury to any person for an unlimited amount
- b) property up to €6,500,000 including claimants costs and expenses and any other costs and expenses incurred with **Our** prior written consent resulting from a claim or series of claims arising from one event except
- c) where the **Insured Vehicle** is carrying **Hazardous Goods** in which case damage to property is limited to €1,300,000 including claimants costs and expenses and any other costs and expenses incurred with **Our** prior written consent resulting from a claim or series of claims arising from one event

The above limits apply in respect of any one claim or number of claims arising from one incident caused by or arising out of the use of the **Insured Vehicle** or a Trailer attached to the **Insured Vehicle**.

#### CLAUSES

The following Clauses apply to this Section.

##### 1) Compulsory Insurance

**Your Policy** provides the minimum insurance required to comply with the laws relating to **Compulsory Motor Insurance Legislation** in any country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Articles 7 (2) of EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No72/166/CEE).

Where the minimum insurance required is less than that provided in the Republic of Ireland, the higher level will apply.

##### 2) Cross Liabilities

Where there is more than one party named as the Insured in **Your Schedule** each one will be covered as if they are the only party covered under this **Policy**.

##### 3) Emergency Treatment Fees

**We** will pay for emergency treatment fees as required by the **Compulsory Motor Legislation**.

##### 4) Indemnity to Owner

At **Your** request **We** will insure the owner of a vehicle on hire (other than under a hire purchase agreement) or loaned or leased to **You** provided:

- a) the vehicle is not being driven by the owner
- b) the vehicle is not being driven by a person in the employ of the owner
- c) the vehicle is not in the charge of and not being driven by the owner or a person in the employ of the owner
- d) the owner cannot claim under another policy
- e) the owner complies with the terms and conditions of this **Policy** as far as they can

##### 5) Indemnity to Principals

Where **Your Vehicle** is being used in connection with contract work on behalf of a **Principal We** will insure the **Principal** in respect of compensation they are legally liable to pay arising from such use provided that:

- a) **You** would have been able to claim under the **Policy** had the claim been made against **You**
- b) **You** have arranged with the **Principal** for the conduct and control by **Us** of all claims for which **We** may be liable under this Section.

**We** shall not be liable in respect of:

- i) death or bodily injury to any person employed by the **Principal** arising out of or in the course of their employment
- ii) any amount payable by the **Principal** under any agreement which would not have been payable in the absence of such agreement
- iii) bodily injury to the **Principal** for any amount **You** would not have to pay but for such an agreement
- iv) damage to property belonging to or held in trust by or in the custody or control of the **Principal** or for any sum which exceeds the amount required to indemnify the **Principal**
- v) liquidated damages or damages incurred under any penalty clause

### 6) Motor Contingent Liability

**We** will insure **You** when any vehicle not **Your** property nor provided by **You** is being used in connection with **Your** business as though such vehicle were the **Insured Vehicle** by any person employed by **You**.

**We** shall not be liable:

- a) in respect of loss of or damage to the vehicle or property being carried in or on it
- b) where there is any other existing insurance covering the same liability

### 7) Towing

**We** will indemnify **You** under this Section whilst the **Insured Vehicle** is being used for the purposes of towing any single **Trailer** or disabled mechanically propelled vehicle while it is attached to the **Insured Vehicle** and allowed by law unless **You** are being paid to tow the attached vehicle or **Trailer**.

**We** will not be liable for damage to the towed vehicle or **Trailer** or its contents.

### 8) Unauthorised Movement

**We** will indemnify **You** under this Section against loss or damage arising from the movement of any vehicle without the authority of the owner of such vehicle when the vehicle is parked in such a position as to obstruct the legitimate passage or the loading or unloading of the **Insured Vehicle**.

### 9) Movement of Third Party Vehicles

**We** will provide cover for any accident caused by or arising out of **You** or **Your** Employee:

- a) driving or moving any motor vehicle, not belonging to **You**, impeding **Your Insured Vehicles'** legitimate access or exit during the course of **Your** business; and
- b) parking or moving vehicles belonging to customers or visitors while the vehicles are on **Your** premises

For the purposes of this Section the vehicles will not be regarded as property in **Your** custody or control.

### 10) Towing Disabled Vehicles

**We** will insure **You** while any **Insured Vehicle** is towing a caravan, trailer or broken-down vehicle.

### 11) Unauthorised Use

**We** will insure **You** (and no other person) whilst the **Insured Vehicle** is being driven or used by any person without **Your** knowledge or consent for any purpose not permitted under this **Policy**.

Provided always that **You** shall take all reasonable precautions to ensure that all persons who may drive or use an **Insured Vehicle** are made aware of the limitations as to use as defined in this **Policy**.

## EXCLUSIONS

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

**We** shall not be liable:

- 1) for death of or bodily injury to any person arising out of or in the course of the employment of such person by any person **We** insure under this Section except as required by **Compulsory Motor Insurance Legislation**
- 2) for any person where the liability is insured under another policy
- 3) death, injury, loss or damage directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss arising from an act of **Terrorism**
- 4) for any fines penalties punitive or exemplary damages
- 5) for any damage or loss to:
  - a) any premises belonging to or occupied by **You** or any other person entitled to or claiming under this Section or any fixtures or fittings therein
  - b) any other property owned by or in the custody or control of **You** or any other person entitled to or claiming under this Section
  - c) any property or load being carried on the **Insured Vehicle** or **Trailer** owned by or in **Your** care or any other person entitled to or claiming under this Section
  - d) for death or bodily injury to any person or loss or damage to property directly or indirectly caused by or attributed to the spraying or spreading of any chemical by an **Insured Vehicle, Trailer** or **Implement** attached unless arising out of the collision or impact of the **Insured Vehicle, Trailer** or **Implement** with an object, or the overturning of the **Insured Vehicle, Trailer** or **Implement**
  - e) for death or bodily injury to any person or loss or damage to property arising from the carriage of **Hazardous Goods** unless this has been declared to and accepted by **Us**
- 6) for death or bodily injury or loss or damage to property arising while an **Insured Vehicle, Trailer** or **Implement** is working as a tool of trade
- 7) for death bodily injury loss, damage or liability while the **Insured Vehicle** is in or on any part of an aerodrome airport or airfield used:
  - a) for the take-off or landing of aircraft
  - b) for the movement of aircraft on the surface
  - c) as aircraft parking aprons including the associated service roads and ground equipment parking areas

## PART B | LOSS OF OR DAMAGE TO YOUR VEHICLE TRAILER OR IMPLEMENT

### COVER

#### a) Accidental Damage

**We** will pay for loss of or damage to the **Insured Vehicle, Trailer or Implement** other than:

- i) by fire lightning self-ignition explosion theft or attempted theft
- ii) loss or damage to any glass

#### b) Fire and Theft

**We** will pay for loss of or damage to the **Insured Vehicle, Trailer or Implement** caused by fire lightning self-ignition explosion theft or attempted theft. **We** will insure **You** in respect of loss or damage to any **Trailer or Implement** (where the **Trailer** is not constructed as a mobile home, caravan or the like) in **Your** care, custody and control up to its Market Value at the time of the loss or damage where the **Trailer or Implement** was attached (or last attached to) **Your Insured Vehicle** and:

- i) it has a **Market Value** not exceeding €25,000, or;
- ii) where **You** have given **Us** details of **Your Trailer or Implement** and **You** have paid or agreed to pay any premiums which **We** have determined

The level of cover and **Excess** applied to the **Trailer or Implement** will be the same as **Your Insured Vehicle** to which the **Trailer or Implement** is (or was last) attached.

### THE MOST WE WILL PAY

- 1) **We** may choose to repair or replace the **Insured Vehicle, Trailer or Implement** or pay an amount up to the **Market Value**. If to **Our** knowledge the **Insured Vehicle, Trailer or Implement** belongs to someone else or is part of a hire purchase or leasing agreement any payment for loss of or damage to the **Insured Vehicle, Trailer or Implement** that is not made good by repair reinstatement or replacement **We** will at **Our** discretion first pay the finance company and then pay any amount that is left over to **You**.
- 2) **We** will pay the reasonable costs of protection and removal to the nearest repairers and delivery to **You** at the address shown on the **Schedule** following a claim covered by this **Policy**.

### EXCESSES

**We** will not pay the **Excess** shown in **Your Schedule**. Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the **Policy** and each **Insured Vehicle** will be subject to the appropriate **Excess**.

## CLAUSES

The following Clauses apply to this Section.

### 1) Loss or Theft of Keys

If the keys or lock transmitter for the **Insured Vehicle** are lost or stolen, **We** will pay the cost of replacing the:

- a) door and/or boot locks
- b) ignition/steering lock
- c) lock transmitter and central locking interface
- d) the affected parts of the alarm and/or immobiliser system

The maximum sum **We** will pay in respect of any one loss will be **EUR 1250**.

### 2) Misfuelling

Where cover for the **Insured Vehicle** is Comprehensive as shown in the **Schedule**, **We** will pay for:

- a) the draining and cleansing of the fuel tank of the **Insured Vehicle** if the wrong grade or type of fuel is put into it
- b) rectifying any subsequent damaged inadvertently caused to the **Insured Vehicle**

**We** will not pay for:

- i) any damage caused by the driving of the **Insured Vehicle** by anyone having knowledge that it had been incorrectly fuelled
- ii) the cost of the incorrect fuel

## PART C | ADDITIONAL BENEFITS

### 1) Glass and windscreen replacement

**We** will insure **You** in respect of damage to the **Insured Vehicle's** windscreen or windows for any scratching of bodywork resulting solely and directly from that damage up to a maximum amount shown on **Your Schedule**.

**What is not covered:**

**Damage** to lights or reflectors.

### 2) Audio, Visual and Navigation Equipment

**We** will pay for loss of, or damage to the **Insured Vehicle's Accessories and Audio, Visual, and Navigation equipment** permanently fitted to the vehicle, provided that their value has been included within the value shown in the **Schedule**.

**What is not covered:**

More than:

- a) €1,000 in respect of **Accessories** (excluding spare parts) or **Audio Visual and Navigation Equipment** fitted in the **Insured Vehicle**; increasing to



- b) €30,000 in respect of Global Positioning System (GPS) equipment used for precision farming for each **Insured Vehicle** in any one **Period of Insurance**.

### 3) Personal Accident Cover

**We** will at **Your** request, pay €30,000 to the driver of the **Insured Vehicle** or their legal representative if they suffer accidental injury while travelling in, or getting into or out of an **Insured vehicle**, if the injury, within 12 months of the accident results in death, total and permanent loss of sight in one or both eyes, or the loss of one or more limbs.

Loss of limb means the permanent physical severance of the limb above the knee or elbow or the permanent irrecoverable loss of use of the limb.

#### What is not covered:

If the injury or death:

- is the result of suicide or attempted suicide
- happens when the person killed or injured is under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens
- occurs to a driver who is under 17 or over 70 years of age; or
- occurs as a direct result of the person not wearing a seatbelt when required by law

### 4) Medical Expenses

**We** will pay up to €500 per person, for medical expenses incurred by anyone travelling in the **Insured Vehicle** that is injured as a direct result of an event involving the **Insured Vehicle**.

### 5) New Vehicle Replacement

If the **Insured Vehicle**, being an **Agricultural Vehicle** or Commercial **Vehicle** with a gross weight of 7.5 tonnes or less is:

- stolen and not recovered; or
- damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's list price (including vehicle tax and Value Added Tax) at the time of the loss

**We** will pay the cost of replacing the **Insured Vehicle** with a new one of the same or similar make, model and specification provided that:

- it is within its first year of registration
- You** request it
- every other person with an interest in the **Insured Vehicle** consents; and
- one is available in the Republic of Ireland

If one is not available, the maximum **We** will pay is the amount shown in the purchase receipt of the **Insured Vehicle** and its accessories after any applicable discounts but not including the vehicle tax or Value Added Tax.

**We** will then own the **Insured Vehicle** that was the subject of the claim.

## NO CLAIM DISCOUNT

A no claims discount (NCD) does not apply and cannot be earned under this insurance where the **Insured Vehicle** is an **Agricultural Vehicle, Special Type Vehicle, Trailer or Implement**.

If **You** renew **Your** insurance with **Us**, **You** will be entitled to a discount from the renewal premium in accordance with **Our** scale of no claim discount applicable at that time, provided that no claim has arisen or is pending during the last **Period of Insurance**.

If **We** have allowed an introductory no claim discount, this discount will be lost entirely where a claim has arisen or is pending during the last **Period of Insurance**.

		Number of Claims and reduction in NCD				
		None	1	2	3	4 or more
NCB Years	NCB%	Step-back NCD applicable				
0	0	1	0	0	0	0
1	35%	2	0	0	0	0
2	40%	3	0	0	0	0
3	50%	4	1	0	0	0
4	60%	4	See Section PNCD Below			

## PROTECTED NO CLAIM DISCOUNT (PNCD)

A protected no claims discount does not apply under this insurance where the **Insured Vehicle** is an **Agricultural Vehicle, Special Type Vehicle, Trailer or Implement**

No claims discount protection does not protect the overall price of **Your** insurance policy. The price of **Your** insurance policy may increase following an accident even if **You** were not at fault.

No claims discount protection allows **You** to make one or more claims before **Your** number of no claims discount years falls. Please see the step-back procedures (below) for details.

If **Your** NCB at renewal is 3 years or less, **You** will not be able to protect your NCB for the forthcoming **Period of Insurance**.

Where no claims discount protection is applicable, **We** do not make a charge. It is automatically applied to **Your Policy**.

Claims Period	NCD Years	NCD %	Number of Claims and reduction in NCD				
			None	1	2	3	4 or more
Within 12 months	4	60%	4	4	2	0	0
Within 36 months	4	60%	4	4	4	2	0

## EXCLUSIONS

The following Exclusions apply to Section 16 Parts B & C in addition to the General Exclusions at the front of this **Policy**.

**We** will not pay for:

- 1) any sums in excess of €6,500,000 in respect of any one loss or series of losses resulting from one event any **Excess** shown in the **Schedule**. Where more than one of **Your Insured Vehicles** is damaged in the same event, the **Excess** will be applied separately to each **Vehicle**
- 2) any damage caused by frost unless **You** have taken reasonable care to prevent the loss happening and have followed the manufacturer's instructions to avoid liquid freezing in **Your Vehicle**
- 3) any damage to tyres caused by braking cuts bursts or punctures
- 4) loss or damage from repossessing the **Insured Vehicle** and returning it to its rightful owner or from any agreement or proposed transaction for selling or hiring the **Insured Vehicle** or someone taking it by fraud trickery or deception or by use of a counterfeit or other form of payment which a bank or building society will not authorise or by theft or attempted theft by a purported purchaser or his agent
- 5) any decrease in the **Market Value** of the **Insured Vehicle** following repair
- 6) confiscation requisition or destruction or under order of any government or local authority
- 7) Any amount as compensation for **You** not being able to use **Your** vehicle (including the cost of hiring another vehicle)
- 8) wear and tear of the **Insured Vehicle** and/or mechanical electrical electronic computer or computer software breakdowns failure faults and breakages
- 9) any claim under this Section of the **Policy** resulting from theft or attempted theft whilst the ignition keys have been left in or on **Your Commercial Vehicle** or if all the doors windows and other openings have not been closed and locked

- 10) a part or accessory which cannot be repaired or replaced. **We** will only pay **You** the amount shown in the manufacturer's last Republic of Ireland price list. If the **Insured Vehicle** is an imported vehicle and the part or accessory has never been available in the Republic of Ireland **We** will only pay the manufacturer's list price in the country the **Insured Vehicle** came from. **We** will not pay for the cost of importing any part or accessory needed to repair the **Insured Vehicle**
- 11) loss or damage to the **Insured Vehicle** arising from the malicious act of any employee or partner or member of **Your** family
- 12) loss of fuel including theft
- 13) loss or damage to any **Trailer** or **Implement** that is attached to, or was last attached to, a vehicle that is not insured under this **Policy**
- 14) Repairs or replacements which improve the condition of **Your Insured Vehicle** or **Accessories**

## PART D | PERSONAL EFFECTS

### COVER

**We** will pay up to €500 for loss or damage to personal property in the **Insured Vehicle** caused by a motor accident fire theft or attempted theft.

### EXCLUSIONS

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

**We** will not pay for:

- 1) money, cameras and their accessories, stamps, tickets, documents or securities
- 2) goods or samples carried in connection with any trade
- 3) tools of trade, ropes or tarpaulins
- 4) theft of personal belongings unless all doors and windows or other openings on the **Insured Vehicle** are locked and it is broken into by force

## PART E | PROSECUTION DEFENCE COSTS

In respect of any death or serious injury which is insured under Section 1 of this **Policy We** will arrange to provide and pay legal fees incurred for representation if proceedings are being taken against **You** or any authorised driver or operator for:

- a) manslaughter
- b) causing serious injury by driving a vehicle dangerously on the road
- c) reckless or dangerous driving causing death
- d) an offence under the following legislation: or similar
  - i) Health and Safety at Work Act 2005;
  - ii) The Consumer Protection Act 2007
  - iii) An inquiry ordered by the Health and Safety Authority, including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this **Policy** operates

In addition **We** will also pay for:

- e) representation by a solicitor at any coroner's court, or fatal accident enquiry
- f) the costs of appeal against a conviction mentioned in a), b) c) or d) above
- g) prosecution costs awarded against **You** arising from those proceedings described in (a),(b), (c) or (d) above; provided that
  - i) the event causing death or serious injury occurs in the Republic of Ireland, the United Kingdom, the Isle of Man or the Channel Islands during the **Period of Insurance**
  - ii) the maximum sum **We** will pay under Section 16 Part E of this **Policy** will be EUR2,000,000 for any loss or series of losses arising from one event; and
  - iii) the claim has a greater than fifty percent chance of success

### Appointment of advisor

Claims under this Section will be referred to one of **Our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish.

If **You** elect to appoint **Your** own legal representative **You** must provide **Us** with their details. **We** will pay for their services on the basis of **Our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **We** agree; **Our** agreement not to be unreasonably withheld.

**We** will be entitled to have sight of the appointed legal representative's file, relating to the defence of a prosecution or representation at an inquiry or inquest at any time, and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file for auditing, quality and cost control purposes.

### Barrister's opinion

At any time **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution or of an appeal against a conviction as a result of any proceedings described in a), b), c) or d) above. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **We** will advise **You** of that opinion.

Should **You** elect to continue with a "not guilty" plea then **We** will withdraw **Our** support for your defence and be under no further obligation to cover **You** against any costs incurred from the date of **Your** refusal to accept that opinion. **You** can obtain an independent barrister's opinion at **Your** own expense. If the opinion **You** have obtained contradicts the opinion that **We** have obtained, **We** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Senior Counsel to give a final opinion, at **Our** expense, as to the prospects of success in defending the prosecution or the success of an appeal.

If the opinion of the Senior Counsel agrees with **Your** Barrister's opinion then **We** will continue to support **Your** defence or appeal, but if it does not **We** will withdraw **Our** support for **Your** defence or appeal and be under no further obligation to indemnify **You** against any costs incurred from the date of the Senior Counsel's final opinion.

In the event that **You** are dissatisfied with the service provided by the appointed legal representative:

- a) during the proceedings, **You** should raise this with them in the first instance. If **You** remain dissatisfied and they:
  - i) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure "How to Make a Complaint" in **Your Policy**
  - ii) were **Your** own appointment **You** could elect to replace them, but **You** must understand that
    - this could prolong the court case
    - whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage; and
    - this is likely to incur increased costs for which **We** would only indemnify **You** if **You** have made **Us** aware of **Your** dissatisfaction and if **We** have given **Our** written consent to replacement before it happens

Clause a) i does not affect any other part of Section 16 Part E.

- b) after the proceedings have been concluded and a verdict handed down and they

- iii) are a member of **Our** panel **You** may complain to **Us** by following the complaints procedure on How to Make a Complaint” in **Your Policy**
- iv) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the

Bar of Ireland Secretary Barristers’ Professional Conduct Tribunal, 145/146 Church Street, Dublin 7  
Tel 01 817 5011 or the Law Society of Ireland on  
Tel: 01 879 7800 or email regulation@lawsociety.ie

## EXCLUSIONS TO PART E

### What is not covered:

**We** will not provide cover under this Section in respect of:

- i) any prosecution arising out of **You** or the driver (or operator) of the **Insured Vehicle** being under the influence of drugs or alcohol to a level which would be a driving offence
- ii) defending a prosecution or making an appeal where there is any other insurance in force covering the same legal fees
- iii) costs and expenses incurred without **Our** written consent
- iv) fines or penalties of any kind; and
- v) any actual or alleged act, omission or dispute happening before, or existing at the inception of this **Policy**, and which **You** or the driver (or operator) of the **Insured Vehicle** knew or ought reasonably to have known could lead to a claim
- f) driven in an unsafe unroadworthy condition or does not have a valid MOT, NCT or CVRT certificate when needed
- g) driven with a load in excess of that for which it was constructed or in excess of the maximum carrying capacity advised to **Us**
- h) driven with a load which is greater than the maximum carrying capacity as set by the vehicle manufacturer or if applicable; any plated weight limit of the **Insured Vehicle**
- i) used to tow more Trailers than the law allows
- j) driven carrying more passengers than the maximum seating capacity for the **Insured Vehicle** as set by the vehicle manufacturer

The Exclusion does not apply to the indemnity given to **You** (and to no other person) whilst the **Insured Vehicle** is being used without **Your** authority or by a motor trader for maintenance, service or repair.

### 2) Misdelivery

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability directly or indirectly resulting from, caused by Misdelivery of the load from the **Insured Vehicle, Trailer or Implement**.

### 3) Pollution or Contamination

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability caused by **Pollution or Contamination**.

## EXCLUSIONS TO SECTION 16

### 1) Use and Driving

any accident injury loss damage or liability while the **Insured Vehicle** is being

- a) used to **Your** knowledge for any purpose not permitted by the **Certificate Of Motor Insurance**
- b) driven by or is in the charge of any person who to **Your** knowledge is not permitted by the **Certificate Of Motor Insurance**
- c) driven by **You** unless **You** hold a licence to drive such vehicle or have held and are not disqualified from holding or obtaining such a licence
- d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a vehicle, unless such person has held, and is not disqualified from holding or obtaining such a licence or in any circumstances where a licence is not required by law
- e) used for racing, pacemaking speed-testing, rallying, reliability trials, competition or whilst driven on a motor sport circuit

## SECTION 17 | COMMERCIAL LEGAL EXPENSES

### POLICY INFORMATION

This cover is insured by AmTrust International Underwriters DAC and administered by MIS Underwriting Limited.

**This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.**

There will be no cover under this policy unless **You** have sought and followed the advice of the **Legal Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Helpline**:

- 1) Before carrying out any disciplinary procedure or action
- 2) Before the dismissal of an **Employee**
- 3) Before implementing a redundancy programme and before making an **Employee** redundant
- 4) On formal or informal notification of a grievance by an **Employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
- 5) Before making 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)
- 6) 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

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Advisers** fees unless court **Proceedings** are issued, or a **Conflict of Interest** arises. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice. **Professional Costs and Expenses** payable by **Us** are limited to no more than **Our Standard Professional Costs and Expenses**.

This is a "Claims Made" insurance contract. It only covers claims notified to **Us** during the **Period of Insurance** and within a reasonable period of any circumstance which may give rise to any claim. Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Professional Adviser**. If the **Professional Adviser** determines that there is not 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Professional Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Professional Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Professional Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Advice and Authorisation Procedures

There will be no cover under this insurance contract unless **You** follow the advice and authorisation procedures set out in the 'How to Make a Claim' section.

#### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## SPECIAL DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section.

### Aggregate Limit

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The Aggregate Limit is €500,000.

### Attendance Expenses

Means the actual loss of earnings of any **Employee**, or other officer of **Yours**, for the period they are absent from work to attend at any court or tribunal hearing either:

- a) As a witness on **Your** behalf and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance
- b) As a party to the **Proceedings** and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance

For each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day.

The maximum payable in respect of one eight hour period shall be €100 per person.

### Awards of Compensation

Basic and compensatory awards of compensation which **You** must pay as a result of judgment in a dispute under legislation following a claim under section of cover 'Employment Disputes and Compensation Awards'

Or

An out-of-court settlement of a claim under section of cover 'Employment Disputes and Compensation Awards a', to which **We** have given **Our** prior written consent.

### Business Premises

The business premises declared to and accepted by **Us**.

### Conditional Fee Agreement / Contingency Fee Agreement

An agreement between **You** and the **Professional Adviser** or between **Us** and the Professional Adviser which sets out the terms under which the Professional Adviser will charge **You** or **Us** for their own fees.

### Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** at the time of the **Insured Event**.

### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### Dismissal

The termination of an **Employees** contract of employment by:

- a) **You**, giving notice to the **Employee**
- b) **You** because of an **Employees** gross misconduct
- c) The expiry of a limited-term without renewal
- d) An **Employee** by reason of **Your** conduct

Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Helpline** and the codes of practice on the WRC website.

### Director

**Your Director(s)** including executive officers.

### Employee/Your Employee(s)

Any person under a contract of service with **You** in connection with the business insured under this **Policy**.

### Excess

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:

**Contract and Debt Recovery** sections: €250

All other sections: Nil

### Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of the **Revenue Commissioners'** Office advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

### Insurers

AmTrust International Underwriters DAC.

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

### Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

### Maximum Amount Payable

The maximum sum payable by **Us** under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**. The **Maximum Amount Payable** is €100,000.

### Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

### Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Territorial Limits**.

### Professional Adviser

**Our** panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

### Revenue Commissioner

The Office of the **Revenue Commissioners** in Ireland.

### Revenue Commissioners' Audit

An examination by the **Revenue Commissioners** of **Your** self-assessment return for income tax or capital gains tax.

### Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

### Standard Professional Costs and Expenses

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

### Statutory Licence

A licence issued under statute or statutory instrument or by government or local authority to **You** where the licence is necessary to engage in **Your** business or trade.

### Territorial Limits

The Republic of Ireland.

### We/Us/Our/Ourselves

MIS Underwriting Limited acting on behalf of **Insurers**.

### You/Your

The person(s), company or companies declared to and accepted by **Us**.

### WRC

The **Workplace Relations Commission** handles all industrial relations and employment law disputes. The WRCs Advisory Service can also be availed of, which promotes good practice in the workplace by assisting and advising organisations in all aspects of industrial relations in the workplace.

## YOUR COVER

This insurance provides indemnity in respect of **Professional Costs and Expenses** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** is notified to **Us** during the **Period of Insurance** and within a reasonable period of occurrence
- b) The **Insured Event** and any **Proceedings** take place within the **Territorial Limits**

## EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

### What is insured:

**Professional Costs and Expenses** incurred by **You**:

- a) In defence of Proceedings brought in an employment tribunal, arising from a dispute with an Employee or ex-Employee relating to actual or alleged breaches of their statutory rights under employment legislation
- b) Awards of Compensation made against **You** arising from claims under section a) above

### What is not insured:

#### Claims

- a) Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a **Contract of Employment**
- b) Relating to the protection of **Employees** rights when the organisation or service they work for transfers to a new employer and impact on **You** as the outgoing or incoming employer
- c) Relating to equal terms

- d) For redundancy payments or an award or settlement in relation to **Employees** dismissed because of redundancy where **You** have failed to comply with the legal requirements relating to redundancy
- e) Arising from the **Dismissal** of any Employee or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with either the advice provided and procedures laid down by the **Legal Expenses Helpline** as described in the conditions to this insurance or the Codes of Practice on the WRC website.
- f) Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning
- g) For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights
- h) For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**
- i) For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**
- j) For any award to the extent that it relates to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged **Contract of Employment**
- k) Relating to pension rights
- l) Arising from **Your** failure to follow the process set out in the How to Make a Claim section in this policy.

## BODILY INJURY

### What is insured:

**Professional Costs and Expenses** and **Attendance Expenses** incurred by **Your Employee(s)** in the pursuit of **Proceedings** for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover extends to include members of **Your** family who suffer bodily injury following an event that also causes bodily injury to **You**.

If the **Proceedings** are going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages **You** are claiming are above the Small Claims Court Limit, the **Professional Adviser** must enter into a **Conditional Fee Agreement** and/or a **Contingency Fee Agreement** (depending on the jurisdiction) which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Proceedings** in full or in part. If the damages **You** are claiming are below the Small Claims

Court Limit **Professional Costs and Expenses** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What is not insured:

#### Claims

- a) Made against **You** by an **Employee**
- b) For an accident/incident giving rise to bodily injury or death which occurred prior to the start of the first **Period of Insurance**
- c) For any sickness or disease or any naturally occurring condition or degenerative process
- d) For a condition which manifested itself prior to the start of the first **Period of Insurance**
- e) For the defence of any claim for bodily injury
- f) For medical negligence

## PROSECUTION DEFENCE FOR EMPLOYERS AND EMPLOYEES

### What is insured:

**Professional Costs and Expenses** incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under the Safety, Health and Welfare at Work Act 2005
- c) **Your Employee** (including **Directors**), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

### What is not insured:

#### Claims

- a) Arising from deliberate discrimination by **You**, or an **Employee** (including **Directors**) amounting to an act of unlawful discrimination
- b) For criminal prosecutions brought under Health and Safety legislation
- c) For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- d) Arising from a motor prosecution
- e) Arising from **Your** prosecution alleging:
  - i) Intentional obstruction of a person in the execution of a warrant issued under the **Data Protection Legislation** by **You** or by an **Employee**
  - ii) Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- f) Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**



## CONTRACT

### What is insured:

**Professional Costs and Expenses** arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute is at least €250.

### What is not insured:

#### Claims

- a) For any **Insured Events** which occurs within 90 days of the start of the first **Period of Insurance**
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**
- c) For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- d) For professional negligence
- e) For the defence of any matter which should be covered under a professional indemnity insurance
- f) Arising from the sale, lease, service, repair or test of a motor vehicle
- g) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- h) Arising from a dispute with an **Employee** or former **Employee** arising from a contract of employment
- i) Arising from any licence or franchise agreements

## DEBT RECOVERY

### What is insured:

**Professional Costs and Expenses** incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute is at least €250.

### What is not insured:

#### Claims

- a) Occurring within 90 days of the start of the first **Period of Insurance**
- b) Relating to a lease or licence or tenancy agreement
- c) Arising from the purchase, sale, lease, service, repair or test of a motor vehicle
- d) Relating to a financial services product, including payments which may be due under an insurance policy
- e) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services

- f) For the recovery of any amount due which the other party disputes on the basis of a defence

## PROPERTY PROTECTION

### What is insured:

**Professional Costs and Expenses** incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, or is likely to result in, physical damage to that property and/or financial loss by **You**.

### What is not insured:

#### Claims

- a) Arising from a contract made between **You** and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property
- b) Arising from a lease or tenancy agreement applying to **Your Business Premises** and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf  
Involving:
  - i) Goods in transit
  - ii) Goods hired or lent to third parties
  - iii) Goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- c) Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**
- d) Arising from an appeal against refusal of planning permission

## STATUTORY LICENCE PROTECTION

### What is insured:

**Professional Costs and Expenses** and **Attendance Expenses** incurred by **You** in an appeal to the relevant statutory body, or in **Proceedings** where the relevant authority suspends, revokes, alters the terms of or refuses to renew **Your Statutory Licences**.

### What is not insured:

#### Claims

- a) Arising from an original application or standard renewal of a licence
- b) Arising from a criminal prosecution
- c) Where **You** are engaged in the following trades:
  - i) Gentlemen's clubs and other venues providing entertainment in the form of lap dancing, table dancing, pole dancing and/or where striptease and/or erotic dance is regularly performed
  - ii) Fairgrounds and amusement arcades

## TAX DISPUTES

### What is insured:

**Professional Costs and Expenses** incurred by **You** and arising directly from:

#### a) Revenue Commissioners Audits

- i) A full or aspect enquiry by the **Revenue Commissioners** into **Your** corporation tax return following the issue of formal notification by the **Revenue Commissioners**;
- ii) Any challenge in writing by the **Revenue Commissioners** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by the **Revenue Commissioners** into the operation of PAYE;
- iii) An enquiry conducted into the employment status of **Your Employees** under the PAYE, USC and/or PRSI)

#### b) VAT Disputes

- i) A dispute following a compliance check or routine inspection undertaken by the **Revenue Commissioners** of **Your** VAT record-keeping;
- ii) An enquiry by the Investigations and Prosecutions Division of the **Revenue Commissioners** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent

### What is not insured:

#### Claims

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of the **Revenue Commissioners**
- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by the **Revenue Commissioners** (PAYE/ USC/PRSI and/or VAT)
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**
- f) Involving tax or social insurance contributions avoidance schemes
- g) Which occurs during the first 90 days of the first **Period of Insurance**
- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements

- i) Arising from a dispute as to whether an **Employees** remuneration should fall under either PAYE or sub-contract rules
- j) In respect of any dispute arising under the National Minimum Wage Act 2000
- k) In any claim where the policyholder has adopted a tax avoidance scheme; or
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, P35s, P60s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

## LEGAL COSTS AND EXPENSES:

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b) Incurred in dealing with aspect enquiries
- c) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
  - i) Arising after **You** receive a notice telling **You** that the enquiry has been completed; or
  - ii) Arising from or relating to the Tax Appeals Commission

### Conditions applicable to Tax Disputes

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to the **Revenue Commissioners** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b) **You** must contact the **Legal Helpline** as soon as possible after the **Insured Event** and comply with the advice given; and
- c) **You** or **Your Professional Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by the **Revenue Commissioners** to make an offer in settlement

In respect of **Revenue Commissioners** Audits, **Your Professional Adviser** must provide a copy of the **Revenue Commissioners'** notice of enquiry and a copy of the return giving rise to the enquiry.

## TELEPHONE HELPLINES

### Business Legal Helpline

The helpline service may be used to discuss any legal problem occurring under this policy within the Republic of Ireland. Simply telephone **0818 868 000** quoting 'iFarm Business Helpline' and ask to speak to a legal adviser.

This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

### Employment Manual

**Our** service provides access to an Employment Manual that offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit **Our** website at [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). From the Information Centre page click on the Employment Manual link. **You** will need to input the username: 10611 and password: **COMMERCIALLEGALEXPENSES**. All sections of this web-based document can be printed off for **Your** own use.

## GENERAL EXCLUSIONS

### Exclusions applicable to all sections of cover We will not be liable for:

Claims where **You** are engaged in the following trades:

Aircraft / aerospace  
Gaming gambling and night clubs  
Fairgrounds and amusement arcades  
Waste / refuse disposal  
Solicitors  
Professional sporting clubs  
Builders and allied trades  
Care/nursing homes  
Educational establishments  
Recruitment agencies

### War and similar risks

Any consequence of:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority

### Radioactivity

Any expense, directly or indirectly arising from:

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component

### Professional Costs and Expenses incurred

- a) Where the **Insured Event** had commenced or occurred:
  - i) Before this policy started; or
  - ii) On, or after the renewal of this policy and which **You** knew, or should have known, could result in a claim
- b) For the pursuit, continued pursuit or defence of any claim if the **Insurers** consider it unlikely a reasonable

settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred

- c) Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
- d) Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
- e) Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**
- f) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**
- g) Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) Where **You** are responsible for anything which in **Our** opinion prejudices **Our** position in respect of the **Proceedings**
- i) In respect of the amount in excess of **Our Standard Professional Costs and Expenses** where **You** have elected to use a **Professional Adviser** of **Your** own choice
- j) Where the **Insured Event** occurs outside of the **Territorial Limits**
- k) In defending or pursuing new areas of law or test cases

### Claims

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Any claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
  - i) Subsidence or mining or quarrying activities
  - ii) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off

- iii) Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
- iv) Actual, planned or proposed works by or under the order of any government or public or local authority
- v) Planning law including town and country planning legislation
- vi) The construction of or structural alteration to buildings or parts of buildings
- vii) Libel or slander or malicious falsehood
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal **Business** as shown in the **Schedule**
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent

#### What is not insured:

#### Professional Costs and Expenses

- a) Incurred in avoidable correspondence
- b) Which are recoverable from a court, tribunal or elsewhere
- c) Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate
- d) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover

The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.

The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

## CONDITIONS

### Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance advisor.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

### Appointing a Professional Adviser

- a) At any time before **Proceedings** are issued **We** will:
  - i) Take over the claim and deal with it in **Your** name.
  - ii) Appoint solicitors to act for **You** as **Professional Adviser**
- b) If **Proceedings** need to be issued:
  - i) **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Professional Adviser** this insurance will not cover any amount in excess of **Our Standard Professional Costs and Expenses**
  - ii) If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision
- c) If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**

### Conducting Proceedings

**You** will instruct the nominated **Professional Adviser** to:

- a) Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate
- b) To keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and/or their estimate of costs during the **Proceedings**. If they do not comply, all liability under this cover will cease

**We** will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain at 51% or greater.

### Our right to information

**We** will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

**We** will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

**We** will be notified as soon as reasonably possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the **Disputes** condition, below.

#### Co-operation

**You** will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

#### Investigation of the claim

**We** may Ourselves, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Proceedings**.

#### Information to be given to the Professional Adviser

**You** will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

#### Assessment of bills

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

#### Withdrawal and discontinuance

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become Yours.

**We** will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

#### Recovery of costs from third parties

**You** will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

#### Agreement

**We** will not be bound by any agreement to which **We** are not a party.

#### Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

#### Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **We** are unable to agree on a suitable solicitor or barrister, the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

#### Proportionality

**We** will only pay **Advisers Costs** that are proportionate to the amount of damages that **You** are claiming in the **Proceedings**. **Advisers Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

#### Law and Language

This contract is governed by Irish Law and the language for contractual terms and communication will be English.

#### Privity of Contract

A person who is not a party to this contract has no rights under it to enforce any term of this contract.

**We** will not be bound by any agreement to which **We** are not a party.

#### Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

#### Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

### Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

### Fraud

In the event of fraud **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- d) Will no longer be liable to **You** in any regard after the fraudulent act

## CUSTOMER SERVICE INFORMATION

### HOW TO MAKE A CLAIM - EMPLOYMENT COVER

**You** will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

There will be no cover under this policy unless **You** have either:

- 1) **Followed the Codes of Practice published at <http://www.workplacerelations.ie> and**
- 2) **You have sought and followed the advice of the Legal Expenses Helpline as to the procedure to be adopted and have received specific authorisation from the Legal Expenses Helpline:**
  - a) prior to carrying out any disciplinary procedure or action or suspension of an **Employee**
  - b) prior to **Dismissal** of an **Employee**
  - c) prior to notifying an **Employee** of their intended retirement date or retiring an **Employee**
  - d) prior to instituting a redundancy programme and prior to making an **Employee** redundant
  - e) upon notification formally or informally of a grievance from an **Employee** or ex-**Employee**
  - f) upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation
  - g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employees** remuneration)
  - h) immediately an **Employee** walks out with or without written notice
  - i) upon receipt of an appeal from an **Employee** or ex-**Employee** against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss
  - j) arising out of or in connection with any business transfer or purported business transfer falling within the scope of S.I. 131/2003 European Communities (Protection of **Employees** on Transfer of Undertakings) Regulations 2003 (as amended) or the Acquired Rights Directive

**You** must notify **Us** as soon as possible once **You** become aware of the **Insured Event**. Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced.

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- a) If **You** receive a Workplace Relations Complaint Form and wish to obtain indemnity under this cover **You** should notify the **Legal Helpline**. This must be done immediately because in some cases, a response is required within 21 days. Upon request, **You** must complete a contact form by visiting [www.misunderwriting.com](http://www.misunderwriting.com) and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form
- b) If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Helpline**, not later than 7 days from the request and prior to the statement being given
- c) If **You** intend to make a significant alteration to an **Employees** terms of employment **You** must telephone the **Legal Helpline** first and follow their advice

## HOW TO MAKE A CLAIM - PROSECUTION DEFENCE FOR EMPLOYERS AND EMPLOYEES - HEALTH AND SAFETY PROSECUTIONS

There will be no cover under this **Policy** unless **You** have sought and followed the advice from the **Legal Helpline** as to the procedure to be adopted and has received specific authorisation:

- a) becoming aware of an event which could lead to a prosecution being brought under health and safety legislation; or
- b) being contacted by An Garda Síochána or the Health and Safety Authority or any enforcing authority informing **You** of an intention to prosecute or to question or interview **You** about an alleged offence, or event which could result in an offence being committed

**You** must notify **Us** as soon as possible once **You** become aware of the **Insured Event**. Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced.. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com). Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

## HOW TO MAKE A CLAIM - OTHER THAN EMPLOYMENT COVER

Potential claims must be notified to **Us** by telephoning the **Legal Helpline** and before instructing a **Professional Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. **You** must follow the advice of the **Legal Helpline**. **Professional Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com). Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

### Privacy and Data Protection Notice

#### a) Data Protection

#### Data Protection MIS Underwriting

#### Who we are

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com). We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

#### Our approach to Privacy

The privacy and security of your personal information is very important to us. We protect your information with security measures under the laws that apply. We keep our computers, files and buildings secure.

#### The information you provide MIS Underwriting Ltd

We may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your Home
- Reporting an incident involving your Vehicle

#### This Information may include:

- Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements
- Information about your other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

#### **How your data is used and shared by Insurers and Databases in relation to insurance**

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies.

#### **Security**

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

#### **Insurance Administration**

**Your** information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

#### **Update your information, request to erase your data, subject access request**

If you wish to contact us regarding this notice you can contact us at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email - [underwriting@misgroup.online](mailto:underwriting@misgroup.online) - Please put your request in the subject line.

#### **How to find what information we hold about you**

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2. **You** have the right to request a copy of all the personal information we hold about you in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact us via email.

#### **Complaints**

**You** have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. We are only allowed to keep your information if we need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements.

#### **Authorisation**

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

**You** can check our status on the insurance distribution register by clicking here: <http://registers.centralbank.ie/>

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## SECTION 18 | FAMILY LEGAL PROTECTION

### Family Legal Protection provides:-

Assistance Helplines including 24/7 Legal and Tax Advice.

### ASSISTANCE HELPLINE SERVICES

#### Legal and Tax Helpline

**You** can use the helpline service to discuss any problem occurring under this **Policy** within the Republic of Ireland.

Simply telephone **0818 868 000** and quote “**iFarm - Family Legal Expenses Insurance**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

### POLICY WORDING

#### Terms of Cover

This insurance is managed and provided by MIS Underwriting. It is underwritten by AmTrust International Underwriters DAC, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers Costs** payable by **Us** are limited to no more than **Our** Standard Advisers Costs.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**

and

b) The **Legal Action** takes place within the **Territorial Limits**

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the ‘Conditions’ section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## DEFINITIONS

Where the following words appear in **bold** they have these special meanings.

### **Adviser**

**Our** specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

### **Advisers' Costs**

Legal or accountancy fees and disbursements incurred by the **Adviser**.

### **Adverse Costs**

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### **Costs**

**Standard Advisers' Costs** and **Adverse Costs**.

### **Conditional Fee Agreement**

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

### **Conflict of Interest**

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### **Contract of Employment**

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### **Data Protection Legislation**

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

### **Disclosure Breach**

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### **Employee**

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

### **Excess**

The amount that **You** must pay towards the cost of any claim as stated below:-

**Property Infringement section:** €250

**All other sections** €Nil

The **Excess** shall be paid to and at the request of the **Adviser**.

### **Identity Fraud**

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

### **Insured Event**

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people.

In a claim arising from a **Revenue Commissioners Audit**, the **Insured Event** shall be deemed to be the date the Revenue Commissioners issue a formal notice to **You** notifying of an audit into **Your** non-business affairs.

### **Insurer**

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### **Legal Action(s)**

The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;

### **Maximum Amount Payable**

The maximum payable in respect of an **Insured Event** is -stated below:

**All sections:** €50,000

### **Standard Advisers' Costs**

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

### **Period of Insurance**

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

### **Revenue Commissioners' Audit**

An examination by the Revenue Commissioners of **Your** self- assessment return for income tax or capital gains tax.

### **Territorial Limits**

The Republic of Ireland.

### **We/Us/Our**

MIS Underwriting Limited.

**You/Your /Yourself**

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family member's resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

## YOUR COVER

### CONSUMER PURSUIT

#### What is insured

**Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

#### What is not insured:-

##### Claims

- a) Where the amount in dispute is below €250 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the purchase or sale of **Your** main home
- f) Relating to a lease tenancy or licence to use property or land
- g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- i) Directly or indirectly arising from planning law
- j) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

### CONSUMER DEFENCE

#### What is insured

**Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

#### What is not insured:-

##### Claims

- a) Where the amount in dispute is below €250 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance

- c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the sale or purchase of **Your** main home
- f) Relating to a lease tenancy or licence to use property or land

### PERSONAL INJURY

#### What is insured

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages **You** are claiming are above the Small Claims Court Limit, the **Adviser** must enter into a **Conditional Fee Agreement and/or a Contingency Fee Agreement** (dependent on the jurisdiction) which waived their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the Small Claims Court Limit, **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

#### What is not insured:-

##### Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **You**

### EMPLOYMENT DISPUTES

#### What is insured

**Standard Advisers' Costs** to pursue a **Legal Action** in a dispute against an employer or exemployer for breach as an **Employee** of your:

- a) **Contract of Employment**; or
- b) legal rights under employment laws

#### What is not insured:-

##### Claims

- a) Where the breach occurred within the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred

- b) For **Standard Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- c) Where the breach is alleged to have commenced or to have continued after termination of **Your** employment
- d) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

## PROPERTY INFRINGEMENT

### What is insured:-

**Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

### What is not insured:-

#### Claims

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract **You** have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- g) Directly or indirectly arising from:
  - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) Land slip meaning downward movement of sloping ground
  - iv) Mining or quarrying

## PROPERTY DAMAGE

### What is insured

**Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

### What is not insured:-

### Claims

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) In respect of a contract **You** have entered into
- c) Directly or indirectly arising from planning law
- d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- e) Directly or indirectly arising from:
  - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) Land slip meaning downward movement of sloping ground
  - iv) Mining or quarrying

## TAX

### What is insured

**Standard Advisers' Costs** incurred to represent **You** throughout a **Revenue Commissioners Audit** relating to **Your** self-assessment tax return.

### What is not insured:-

#### Claims

- a) Relating to an off shore account held by **You**
- b) In respect of the tax affairs of a company, or any claim if **You** are in business partnership
- c) Any **Revenue Commissioners Audit** where **You** have not submitted a self-assessment tax return

## PERSONAL IDENTITY FRAUD

### What is insured

**Costs** arising from **Identity Fraud**:-

- a) To defend **Your** legal rights and/or take steps to remove judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**
- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- c) In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**

**What is not insured:-**
**Claims**

- a) Where **You** have not been the victim of **Identity Fraud**
- b) Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**
- c) Where the **Identity Fraud** has been carried out by somebody living with **You**
- d) For **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

## SOCIAL MEDIA DEFAMATION

**What is insured**

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

**What is not insured:-**

Claims where **You** are not aged 18 years or over.

## GENERAL EXCLUSIONS

**1) There is no cover where:-**

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity

**2) There is no cover for:-**

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

**3) There is no cover for any claim directly or indirectly arising from:-**

- a) A dispute between **You** and someone **You** live with or have lived with
- b) **Your** business trade or profession other than as an **Employee**
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

**4) Privity of Contract**

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

## GENERAL CONDITIONS

**1) Claims**

- a) **You** must notify **Us** as soon as possible once **You** become aware of the **Insured Event**. Delay in reporting your claim may prejudice your claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with standard conditions of appointment available on request
- d) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained
  - ii) Keep **Us** fully advised of all developments as **We** may require
  - iii) Keep **Us** advised of **Advisers' Costs** incurred
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed

- v) Submit bills for assessment or certification by the appropriate body if requested by **Us**
- vi) Attempt recovery of costs from third parties
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**
- f) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success
- g) **You** shall supply all information requested by the **Adviser** and **Us**
- h) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost

## 2) Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 3) Proportionality

**We** will only pay **Advisers Costs** that are proportionate to the amount of damages that **You** are claiming in the Legal Action. **Advisers Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

## 4) Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## 5) Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known

- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

## 6) Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act

## 7) Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## 8) Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see How to Make a Claim), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010. The costs of the arbitration will be at the discretion of the arbitrator.

## 9) Law and Language

This contract is governed by the laws of the Republic of Ireland and the language for contractual terms and communication will be English.

## CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

#### Privacy and Data Protection Notice

##### Who we are

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com). We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

##### Our approach to Privacy

The privacy and security of your personal information is very important to us. We protect your information with security measures under the laws that apply. We keep our computers, files and buildings secure.

##### The information you provide MIS Underwriting Ltd

We may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your **Home**
- Reporting an incident involving your Vehicle

This Information may include:

- Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements
- Information about your other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie>

#### How your data is used and shared by Insurers and Databases in relation to insurance

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies.

##### Security

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

##### Insurance Administration

**Your** information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

##### Update your information, request to erase your data, subject access request

If you wish to contact us regarding this notice you can contact us at: Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email: [underwriting@misgroup.online](mailto:underwriting@misgroup.online). Please put your request in the subject line.

##### How to find what information we hold about you

**You** have the right to request a copy of all the personal information we hold about you in a Subject access request or to have your data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact us via email.

##### Complaints

**You** have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at [www.dataprotection.ie/en/contact/how-contact-us](http://www.dataprotection.ie/en/contact/how-contact-us). We are only allowed to keep your information if we need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements.



## COMPLAINTS PROCEDURE

### COMPLAINTS UNDER SECTIONS 1-16

**We** are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If **You** feel we have not attained the standard of service **You** would expect or **You** are dissatisfied in any other way, then this is the procedure that **You** should follow.

#### Stage One - Initiating Your Complaint

Should you wish to make a complaint about the policy or the service we offer, please contact:

#### iFarm Underwriting

Unit 5 First Floor, Corlurgan Business Park,  
Corlurgan, Ballinagh Road,  
Cavan H12 TW61

**Email:** complaints@ifarmunderwriting.ie

**Tel:** +353 1 696 0370

**Our** promise is to:

- a) Acknowledge complaints promptly and confirm receipt of **Your** complaint within 5 working days
- b) Issue a summary resolution communication if **We** are able to satisfactorily resolve the complaint within 3 working days
- c) Investigate complaints quickly. Within 4 weeks **You** will receive a final response or an explanation as to why the complaint has not been resolved yet, plus an indication of when **You** will receive a final response
- d) Within 8 weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response
- e) Use information learned during the complaint to improve **Our** complaints process

If **You** remain dissatisfied after **Your** complaint has been considered, or **You** have not received a final decision within 8 weeks, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman.

If **You** choose to pursue a complaint by referring it to the Financial Services & Pensions Ombudsman, **You** cannot pursue legal action about the same complaint.

#### Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. **You** may be entitled to compensation from the ICF if Accelerant Insurance Europe SA is unable to meet its obligations to **You** under this insurance.

If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend

on the nature of the insurance. Further information about the Scheme is available from the Central Bank of Ireland website: <https://centralbank.ie/consumer-hub/explainers/what-compensation-schemes-protect-consumers-of-authorised-firms>.

### SECTION 17) COMMERCIAL LEGAL PROTECTION AND SECTION 18) FAMILY LEGAL PROTECTION

Where the following words appear in bold they have these special meanings. These are only applicable to the Section 17 & 18 Commercial and **Family** Legal Protection.

**Insurer:** This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

**We/Us/Our:** MIS Underwriting Limited.

**You/Your/Yourself:** Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family member's resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

#### Customer Service

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

Within 20 working days **You** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **You** will receive a final response. Within 40 working days of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. At this point, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Services Ombudsman's Bureau. **You** can also refer to the Financial Services Ombudsman's Bureau if **You** are not happy with **Our** final response.

**Our contact details are:-**

#### MIS Underwriting Limited

14a Jocelyn Street  
Dundalk  
Co Louth A91 XNY2

**Tel:** 01 872 0179

**Email:** underwriting@misgroup.online

The Financial Services Ombudsman's Bureau contact details are:-

**Pensions Ombudsman**  
3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2

**Lo Call:** 01 5677000

**Fax:** 01 6620890

**Email:** [info@fspo.ie](mailto:info@fspo.ie)

**Website:** [www.fspo.ie](http://www.fspo.ie)

#### **Authorisation**

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

**You** can check our status on the insurance distribution register by clicking here: <http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

#### **Investor Compensation Scheme (ICS)**

**We** are covered by the Investor Compensation Scheme (ICS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of Business and the circumstances of the claim.

**You** can get more information from the ICS or by visiting their website at <https://www.investorcompensation.ie>

## HOW WE USE YOUR PERSONAL INFORMATION

### How We use Your personal information

**We** will process any personal information **We** obtain in the course of providing **Our** services to **You** in accordance with all relevant data protection legislation and in line with **Our** own Data Protection **Policy**. **We** are committed to ensuring that **Your** privacy is protected and that you know how **Your** data is used and what **Your** rights are.

Rokstone Insurance Europe Ltd is the controller of **Your** data for the purpose of the sale and administration of **Your** contract of insurance and for the broking of any related finance arrangement. This means that **We** are the business that decides what **Your** data is used for. If **You** have any questions about how **We** handle **Your** data, **You** can contact **Our** data protection representative at **Our** registered address:

#### Data Protection Representative

Unit 5 First Floor  
 Corlurgan Business Park  
 Corlurgan  
 Ballinagh Road  
 Cavan H12 TW61

Alternatively, **You** can email **Us** at [data.protection@ifarmunderwriting.ie](mailto:data.protection@ifarmunderwriting.ie)

#### Your Insurers are:

Accelerant Insurance Europe SA  
 Bastion Tower, Level 20  
 Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842).

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

Inter Partner Assistance (IPA) whose address details are:

**Inter Partner Assistance,**  
 The Quadrangle  
 106-118 Station Road,  
 Redhill, Surrey RH1 1PR.  
 Registered No: FC008998.

AmTrust International Underwriters DAC whose address details are:

6-8 College Green  
 Dublin 2, Ireland

**Registered No: 169384**

MIS Underwriting Limited administer IPAs policies in the UK and Ireland and **You** can read MIS's privacy **Policy** at [www.misunderwriting.com](http://www.misunderwriting.com).

**You** can also contact MISs data protection officer at

#### The Data Protection Officer

MIS Underwriting Limited  
 14a Jocelyn Street  
 Dundalk  
 Co Louth  
 A91 XNY2

**You** can check this information on the Central Bank of Ireland's website [www.registers.centralbank.ie](http://www.registers.centralbank.ie) or by contacting the CBI on Irish Central Bank **+353 1 2244000**.

**We** will share your personal information with **Your Insurer**. A full copy of Accelerant's privacy policy is available upon request.

**We** will use **Your** personal information to arrange and manage **Your** insurance **Policy**, including handling underwriting and claims and issuing renewal documents and information to **You** or **Your** insurance broker. **We** will also use **Your** personal information to assess **Your** insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **You** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **Your** personal information with other insurers, statutory bodies, regulatory authorities, **Our** business partners or agents providing services on **Our** behalf and other authorised bodies.

**We** will share your personal information with others:

- if **We** need to do this to manage **Your Policy** with **Us**
- including settling claims;
- for underwriting purposes, such as assessing **Your** application and arranging **Your Policy**;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **We** are required or permitted to do this by law (for example, if
  - i) **We** receive a legitimate request
  - ii) from the relevant policing authority or another authority); and/or
  - iii) if **You** have given **Us** permission

**You** can ask for further information about **Our** use of **Your** personal information. If **You** require such information, please write to the Data Protection Officer at the above address, or as set out in the Endorsement entitled Identity of **Insurers** shown in The **Schedule**.

## PREVENTING AND DETECTING CRIME

**We** may use **Your** personal information to prevent crime. In order to prevent and detect crime **We** may:

- check **Your** personal information against **Our** own databases; share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **You** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **We** will share **Your** relevant personal information with them. The information **We** share may be used by those companies when making decisions about **You**. **You** can find out which fraud prevention agencies are used by **Us** by writing to **Our** Data Protection Officer; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers

### Dealing with others on your behalf

To help **You** manage **Your** insurance **Policy**, subject to answering security questions, **We** will deal with **You** or **Your** husband, wife or partner or any other person whom **We** reasonably believe to be acting for **You** if they call **Us** on **Your** behalf in connection with **Your** **Policy** or a claim relating to **Your** **Policy**. For **Your** protection only **You** can cancel **Your** **Policy** or change the contact address.

### Marketing

**We** may use **Your** personal information and information about **Your** use of **Our** products and services to carry out research and analysis.

**We** will only use **Your** personal information to market **Our** products and services to **You** if **You** agree to this.

## MONITORING AND RECORDING

**We** may record or monitor calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises.

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us** for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties (including **Our** group companies). As a result **We** may transfer **Your** personal information to a destination outside the European Economic Area (“EEA”) but we will always

take the necessary steps to ensure that **Your** information is treated securely and in accordance with this privacy policy.

## FURTHER INFORMATION

**You** are entitled to receive a copy of any of **Your** personal information **We** hold.

If **You** would like to receive a copy, or if **You** would like further information on, or wish to complain about, the way that **We** use **Your** personal information, please write to the Data Protection Officer at the Registered office addresses stated above.

If **We** change the way that **We** use **Your** personal information, **We** will write to **You** to let **You** know. If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible by writing to **Us** at the address referred to above.



Unit 5 First Floor,  
Corlurgan Business Park,  
Corlurgan, Ballinagh Road,  
Cavan H12 TW61

T 01 696 0370

E [talktous@isureunderwriting.ie](mailto:talktous@isureunderwriting.ie)

W [isureunderwriting.ie/products/ifarm-ireland](http://isureunderwriting.ie/products/ifarm-ireland)