

# Farm Protection Insurance

Policy Document



## What to do in the event of a claim

To report a claim or to access information regarding an existing claim, you can simply contact us on 01 609 1436 – 24 hours a day, 365 days a year.

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# Your Policy/Contract of Insurance

## Farm Protection Insurance Policy

Zurich Insurance Europe AG (The **Insurer**) having accepted or agreed to accept **Your** premium for any **Period of Insurance**, will indemnify or otherwise compensate **You** in the manner and to the extent described within **Your Policy**.

**Your Policy** is comprised of this **Policy Document**, **Your Schedule** and **Certificates of Insurance**. Other than where expressly provided in this **Policy**, compliance with all the terms provisions Conditions and Endorsements of the **Policy** shall be a condition precedent to **Your** right to recover under this **Policy**.

For **Your** own protection **You** are recommended to read **Your Policy** and all its Conditions to ensure that it is in accordance with **Your** intentions. **We** would draw **Your** attention specifically to the General Exclusions **Section** of **Your Policy**; the exclusions set out in each **Section** of **Your Policy**; the Retention Condition under **Section 1(a) Farm Property Damage** of **Your Policy**; and the Retention Amount under the Settling Claims section of **Section 8(a)** buildings of **Your Policy**.

**We** have agreed to provide **Policy** cover, and have calculated the applicable premium, based on information provided by **You** or on **Your** behalf including but not limited to:

- information provided in any **Submission**, or otherwise in response to specific questions asked by **Us**;
- information provided and recorded in any Statement of Facts issued to **You**;

and/or

- any additional information voluntarily provided.

If **Your Policy** does not meet **Your** needs, please let **Us** or **Your** broker or agent know immediately.

# General Definitions

The following definitions apply to this **Policy** (unless amended by **Section** definitions) and have special meanings. These meanings are given below. To help **You** identify these words in the **Policy** **We** have printed them in title case and bold throughout.

**1. Business (applicable to Sections 1-8)**

**Business** is as stated in the **Schedule** and includes farming, grazing, cropping, harvesting, or other primary producing activities declared by **You** and accepted by **Us** and in addition but solely in respect of Section 3: Employers Liability and Section 4: Public Liability includes:

- ownership use **Repair** decoration and **Maintenance** of property and **Premises** owned or occupied by **You** in connection with the **Business** but not Construction, Reconstruction, structural alteration or demolition of such **Premises**
- the provision in the course of the **Business** of first aid medical and dental services, ambulance, fire, security services and safety organisations
- private work carried out by an employee for any partner or director of the **Business** described in the **Schedule** of cover including duties as a chauffeur provided always that the partner or director is not entitled to indemnity under any other **Policy** and such work is not in pursuit of any trade or **Business**
- the **Repair** and **Maintenance** of vehicles or plant owned or used by **You** in the course of the **Business**
- participation in exhibitions

**2. Certificate(s) of Insurance**

Shall mean any certificate(s) of insurance issued by **Us** in connection with **Your Policy** including (but not limited to) any certificate of motor insurance.

**3. Continuing Restrictive Condition**

Any Condition in this **Policy**, however expressed, that purports to require **You** to do, or not to do, a particular act or acts, or requires **You** to act, or not to act, in a particular manner (and any Condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

**4. Construction**

Shall mean any construction or reconstruction of building and does not include **Maintenance** and **Repair**.

**5. Endorsement**

Shall mean an alteration to the terms of **Your Policy** as noted in **Your Schedule** or any other **Policy** documentation issued to **You** by **Us**.

**6. Excess or Deductible**

Shall mean the first amount for which **You** are responsible in respect of each and every incident or occurrence as stated in this **Policy** or in the **Schedule** after any Condition of Average where applicable.

**7. Maintenance**

Routine activities providing care or upkeep of machinery and/or property, involving functional checks, servicing, repairing, oiling or replacing of necessary devices, including cleaning, washing equipment, property and/or machinery which does not include **Construction** or **Reconstruction**.

**8. Period of Insurance**

Shall mean the period specified in the **Schedule** or any subsequent period for which **We** agree to renew the **Policy** and to accept payment of the Premium.

**9. Policy**

Shall mean this **Policy Document**, **Your Schedule**, **Your Submission** and **Certificates of Insurance** Document as described in the Contract of Insurance.

**10. Policy Document**

Shall mean this Document.

**11. Premises**

Shall mean the location of **Property Insured** and the land owned by **You** or leased to **You** and used for the purpose of **Your Business** as stated in the **Schedule**.

**12. Schedule**

Part of this **Policy** that details information forming the basis of this contract and that shows the **Sections** of this **Policy** operative.

**13. Repair**

Minor preservation or restoration work for when something gets broken, damaged or stops working at the **Premises** which does not include **Construction** or **Reconstruction**.

**14. Reconstruction**

Returning of a damaged building to a known earlier state by the introduction of new materials.

**15. Section/Sections**

Parts of this document that detail the insurance cover provided by this **Policy**.

**16. Submission**

Shall mean all information provided by **You** to **Us** at any time and in any form or manner including (but not limited to) information provided in any proposal form, any declaration and/or statement of fact supplied by **You** in connection with **Your Policy**.

**17. Sum Insured**

Maximum amount that **We** will pay for each item insured under any **Section**.

**18. Territorial Limits**

Shall mean the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands unless amended by **Section** definitions.

**19. Working at height**

Working in a place (except a staircase in a permanent workplace) where a person could be injured by falling from it, even if it is at or below ground level where an employee could fall a distance liable to cause personal injury.

**20. We, Us, Our, Insurer**

Zurich Insurance Europe AG.

**21. You, Your, Insured**

Shall mean the person people company firm or other legal entity named as the **Insured** in the **Schedule**.

# Section 1 – Farm Commercial & Section 2 – Business Interruption

## Section Definitions

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section(s)** are defined below and are printed in title case and bold throughout.

## Definitions

### 1. **Business Interruption**

Shall mean loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** by an **Insured** Event to property used by **You** at the **Premises** for the purpose of the **Business**.

### 2. **Damage or Damaged**

Shall mean direct physical loss or destruction of or **Damage** to the **Property Insured**.

### 3. **Item of Property Insured**

Shall mean any individual article or category of articles of **Property Insured** to which an individual **Sum Insured** is attached in **Your Schedule**.

### 4. **Property Insured**

#### Item 1. **Building(s)**

**Buildings** at the **Premises** being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients (unless otherwise stated in the **Schedule**) including:

- i. outbuildings
- ii. slatted sheds and tanks
- iii. storage sheds and tanks
- iv. walls, gates, posts, fences and hedges
- v. drains, pipes and cables servicing the buildings but only to the extent of **Your** legal responsibility
- vi. yards, car-parks roads and pavements
- vii. tenants' improvements, landlord's fixtures and fittings.

#### Item 2. **Farming Machinery and Equipment at the Premises**

belonging to **You** and for which **You** are responsible but excluding loss or **Damage** to any mechanically propelled vehicles implements and their accessories which are:

- a. licensed for road use or used in circumstances which requires insurance or security under any Road Traffic Act(s) or Legislation
- b. otherwise more specifically insured.

#### Item 3. **Agricultural Produce and Farming Stock at the Premises**

including:

- i. Milk
- ii. Hay and Straw
- iii. Roots and Potatoes
- iv. Silage in the Open
- v. Stock of Diesel

but excluding Livestock (Section 1 (b)) and property more specifically insured.

#### Item 4. **Growing Crops at the Premises**

#### Item 5. **Growing Trees at the Premises**

#### Item 6. **Tools in Trade at the Premises**

#### Item 7. **Milking Equipment at the Premises**

The term "Milking Equipment" includes:

- a. Bulk Milk Tank(s) and refrigerated milk storage tanks
- b. Associated installations and piping, wires and accessories

#### Item 8. **Computerised Milking Equipment at the Premises**

The term "Computerised Milking Equipment" includes:

- a. Electronic milking equipment
- b. Robotic milking machines

### **Special Condition**

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

Loss or **Damage** caused to Agriculture Produce **Item 3** where such produce is in the open within 20 meters of a chimney in use or in **Building(s)** which are not fully enclosed (unless specifically agreed and stated by **Us**)

# Section 1 – Farm Commercial

## (following sections applicable only if selected and specified in the Schedule)

### Section 1 (a) – Farm Property Damage

#### The Cover

If any Item of **Property Insured** is **Damaged** within the **Territorial Limits** by any **Insured** Event operative under this **Section** and not otherwise excluded **We** will pay to **You** the value of the **Property Insured** at the time of its **Damage** or the amount of such **Damage** or at **Our** option reinstate or replace such **Property Insured** or any part thereof provided that the liability of the **Insurer** in respect of any one loss or in the aggregate in any one **Period of Insurance** shall in no case exceed:

1. in the whole the total **Sum Insured** or in respect of any Item of **Property Insured** its **Sum Insured** or any other limit of liability stated in the **Schedule** at the time of **Damage**
2. the **Sum Insured** remaining after the deduction for any other **Damage** occurring during the same **Period of Insurance** unless **We** have agreed to reinstate any such **Sum Insured** or limit.

#### What is Insured – Events

The following Events are insured only when Specified in **Your Schedule**

1. **Fire** but excluding **Damage** caused by:
  - a. explosion resulting from fire
  - b. earthquake or subterranean fire
  - c. i. its own spontaneous fermentation heating or combustion  
or  
ii. its undergoing any heating process or any process involving the application of heat.**Lightning**  
**Explosion**
  - i. of boilers used for domestic purposes only
  - ii. of gas used for domestic purposes onlybut excluding **Damage** caused by earthquake or subterranean fire.
2. **Explosion** excluding **Damage**:
  - a. caused by or consisting of the bursting of a boiler economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
  - b. in respect of and originating in any vessel, machinery or apparatus, or its contents, belonging to or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a **Policy** or other contract providing the required inspection service
  - c. by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
3. **Aircraft** or other aerial devices or articles dropped therefrom excluding **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. **Earthquake**
5. **Subterranean Fire**
6. **Impact** by any road vehicle or animal
7. **Riot Civil Commotion Strikers Locked-Out Workers** or Persons taking part in Labour Disturbances or Malicious Persons excluding:
  - a. **Damage** arising from confiscation requisition or destruction by order of the government or any public authority
  - b. **Damage** arising from cessation of work
  - c. as regards **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organization.
    - i. **Damage** by theft
    - ii. **Damage** in respect of any **Building(s)** which is unoccupied empty or not in use at the time of the loss, unless cover has previously been agreed and the unoccupied **Property** is noted in **Your Schedule**.
8. **Storm** excluding
  - a. **Damage** by:
    - i. the escape of water from the normal confines of any natural or artificial watercourse, lake reservoir, canal or dam
    - ii. inundation from the sea whether resulting from storm or otherwise
  - b. **Damage** attributable solely to change in the water table level
  - c. **Damage** by frost, subsidence, ground heave or landslip



- d. **Damage to Property Insured** other than **Damage to Property Insured Item 1. Building(s), Item. 2 Farming Machinery and Equipment, Item. 7 Milking Equipment, Item 8. Computerised Milking Equipment** insured under Section 1(a) and used in connection with the **Business**
  - e. **Damage** to moveable property in the open including walls, gates, posts, fences and hedges
  - f. **Damage** caused by Flooding.
9. **Theft** (which shall be deemed to include attempted Theft) committed on the **Premises**.  
caused by:
- forcible and violent entry to or exit from a building at the **Premises** occupied by **You** for the purpose of the **Business** or actual and threatened assault or violence to **You** or any partner, director, employee of the **You** or members of **Your** family or any other person who has a legal right to be on the **Premises**
- Excluding loss or **Damage**:
- 1. from any outbuilding unless such building has securely locked windows and doors and is adjacent to the main private dwelling house
  - 2. by or through any person lawfully on the **Premises**
  - 3. by or through the wilful act, procurement, or connivance by **You**, an employee(s) or any member of **Your** family or household
  - 4. to money and securities of any description
- Provided that:
- i. in respect of Theft of Tools in Trade the maximum liability of the **Insurer** in respect of any one tool shall not exceed €1,500
  - ii. **You** make immediate notification to An Garda Síochána of any incidence of theft and keep the report reference number for inspection by **Us** upon receipt of any claim.
10. **Accidental Damage**
- Excluding:**
- a. **Damage** caused by or consisting of or arising from or attributable to
    - i. any of the **Events 1/9**
    - ii. any of the exclusions to **Events 1/9** whether **Events 1/9** are insured or not
  - b. **Damage** caused by or consisting of
    - i. inherent vice
    - ii. latent defect
    - iii. gradual deterioration
    - iv. wear and tear
    - v. frost
    - vi. its own faulty or defective design or materials
  - c. faulty or defective workmanship by the **Insured** or any employee of the **Insured**
  - d. operational error or omission by the **Insured** or any employee of the **Insured**
  - e. **Damage** caused by or consisting of acts of fraud or dishonesty by any partner, director or employee of the **Insured**
  - f. delay or **Damage** caused by or consisting of seizure or destruction by order of public authority
  - g. **Damage** caused by or consisting of
    - i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring scratching, vermin or insects
    - ii. change in temperature, colour, flavour, texture or finish
 or **Damage** consisting of
    - iii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
    - iv. mechanical or electrical breakdown or derangement
  - h. **Damage** caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information
  - i. **Damage** caused to any building or structure by its own collapse or cracking
  - j. **Damage** in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow or dust
  - k. **Damage** to any property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service, cleaning, dyeing, restoring or **Repair**
  - l. **Damage** in respect of
    - i. jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
    - ii. property in transit
    - iii. glass, china, earthenware, marble or other fragile or brittle objects
    - iv. money bonds or securities of any description
  - m. **Damage** in respect of
    - i. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft and all forms of drones.
    - ii. property or structures in course of Construction or erection and materials or supplies in connection with all such property or structures
    - iii. Lands, roads, pavements, piers, jetties, bridges, culverts or excavations
    - iv. livestock, growing crops or trees

- n. **Damage** caused by or consisting of Subsidence or Ground Heave of any part of the site on which the property stands or Landslip
- o. **Damage** caused by or consisting of normal settlement or bedding down of new structures
- p. **Damage** caused by or consisting of escape of water from any fixed water apparatus or sprinkler installation
- q. **Damage** caused by or consisting of
  - i. the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam
  - ii. inundation from the sea whether resulting from storm or otherwise
  - iii. **Damage** attributable solely to change in the water table level
  - iv. **Damage** caused by Flooding
- r. **Damage** to bulbs, electric heating elements, photo electric cells, belts, trailing cables, flexible hoses or pipes
- s. chipping, bruising or denting of any surface
- t. the cost of **Maintenance**
- u. any loss arising from improper storage or stowage
- v. any willful act or neglect
- w. loss or damage from theft or any attempted theft
- x. loss due to depreciation
- y. consequential loss of any kind
- z. any **Excess** stated in the **Schedule**



## Section 1 (a) – Farm Property Damage Clauses

### 1. Walls, Gates, Posts, Fences and Hedges

The insurance by this **Section** includes **Damage** to walls, gates, posts, fences and hedges under **Property Insured Item 1. Building(s)**.

The liability of the **Insurer** under this Clause and the **Section** shall in no case exceed €1,300 any one loss or in the aggregate any one **Period of Insurance**.

### 2. Agricultural Produce Basis of Settlement

In the event of claim for **Damage** the value of any **Agricultural Produce Item 3 (other than Milk)** insured by this **Section** shall be deemed to be the greater of the market value or the value according to the Intervention System of the Common Agricultural **Policy** of the European Community which **You** would have been entitled to if it had been sold into intervention at the time of any loss destruction or **Damage**.

#### Milk

The amount **We** will pay per litre will be the average value per litre that **You** were paid over the last five milking days prior to a claim.

## Section 1 (a) – Farm Property Damage Extensions

### 1. Temporary Removal

The **Property Insured Item(s) 2. Farming Machinery and Equipment**, and **Agricultural Produce Item 3** insured by this **Section** are covered whilst temporarily removed elsewhere and in transit thereto and therefrom by road, rail or inland waterway, all within the **Republic of Ireland and Northern Ireland**.

Provided that:

- this Extension does not apply to **Property Insured** in so far as it is otherwise insured, nor to motor vehicles and motor chassis licensed for normal road use.

### 2. Fire Brigade Charges

The insurance by this **Section** extends to apply to Fire Brigade Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **Property Insured** by this **Section** in circumstances which have given rise to, or would have given rise to, **Damage** to the **Property Insured** by any Event covered by this **Section**.

The maximum amount payable under this **Section** or any **Section** of the **Policy**, excluding Section 6, shall not exceed €15,000 any one incident.

### 3. Hiring or Leasing Agreements

The interest of parties supplying property to **You** under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of destruction or **Damage**.

### 4. Architects', Surveyors', Legal and Consulting Engineers' Fees

- The insurance of each Item on **Building(s)** and **Farming Machinery and Equipment** includes an amount in respect of Architects', Surveyors', Consulting Engineers' and Legal Fees.
- The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or **Repair** of the **Property Insured** consequent upon its **Damage** but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its **Sum Insured** plus 17.5% of the **Sum Insured**.

### 5. Automatic Cover (Capital Additions)

The insurance by this **Section** (other than for **Events 8. Storm, 9. Theft and 10. Accidental Loss or Damage**) shall, subject to its terms and conditions extend to cover

- any newly acquired and/or newly erected **Building(s)**, and **Farming Machinery and Equipment**, in-so-far as the same are not otherwise insured; and
- alterations, additions and improvements to **Building(s)**, and **Farming Machinery and Equipment**, but not in respect of any appreciation in value anywhere in the **Republic of Ireland**

provided that:

- at any one location this cover shall not exceed 10% of the total aggregate **Sum Insured** on **Item 1 Building(s)** and **Item 2. Farming Machinery and Equipment** hereby insured or €130,000 whichever is less
- You** undertake to give particulars of such additional insurance as soon as is practicable but not later than 90 days from the commencement of **Your** responsibility or renewal of this **Policy** whichever is the earlier. **You** shall pay such additional premium as may be required pro-rata from the date of commencement of **Our** liability
- the provisions of this Extension shall be fully maintained, notwithstanding any specific insurance effected under Extension 5 (b) ii.

### 6. Contract Price

In respect of goods sold but not delivered for which **You** are responsible and with regard to which under the conditions of sale, the Sale Contract is cancelled, by reason of its condition following **Damage** by an **Insured** Event, either wholly or to the extent of the loss or **Damage**, **Our** liability shall be based on the Contract Price, and for the purpose of this insurance the value of all goods to which this Extension would apply in the event of loss or **Damage** shall be ascertained on the same basis.

### 7. Customers' Goods

In so far as such property is not otherwise insured the insurance on **Agricultural Produce Item 3** extends to cover **Your** customers' goods for which **You** have made **Yourself** responsible even though such goods shall have been bought and paid for.

### 8. Mortgagees

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **Building(s)** hereby insured whereby the danger of loss or **Damage** is increased without the authority or knowledge of the mortgagee, provided the mortgagee, immediately on becoming aware thereof give notice in writing to **Us** and on demand pay such additional premium as **We** may require.

#### 9. Reinstatement of the Amount of any Loss

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

#### 10. Reinstatement

Unless stated elsewhere to the contrary, in the event of **Property Insured** under this **Section** by **Item 1. Buildings, Item 2. Farming machinery and Equipment, Item 6. Tools in Trade, Item 7. Milking Equipment, Item 8. Computerised Milking Equipment** and being **Damaged** the basis upon which the amount payable under each of the said Items of the **Section** is to be calculated shall be the reinstatement of the property destroyed or **Damaged** subject to the following special provisions and subject also to the terms and Conditions of the **Policy** except in so far as the same may be varied hereby.

For the purposes of the insurance under this Extension reinstatement shall mean: the carrying out of the following work, namely:

- i. where property is destroyed, the rebuilding of the property, if a **Building(s)**, or in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- ii. where property is **Damaged**, the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions:

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to the liability of the **Insurer** not being thereby increased) must be commenced and carried out with reasonable despatch.  
Otherwise no payment beyond the amount which would have been payable under the **Policy** if this Extension had not been incorporated therein shall be made.
2. When any **Property Insured** under this Extension is **Damaged** in part only the liability of the **Insurer** shall not exceed the sum representing the cost which the **Insurer** could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the **Section** if this Extension had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item insured under this Extension is declared to be separately subject to the following Condition of Average, namely:  
If at the time of reinstatement the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the **Sum Insured** thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any other Event hereby insured against, then the **Insured** shall be considered as being their own insurers for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
5. No payment beyond the amount which would have been payable under this **Section** if this Extension had not been incorporated therein shall be made if at the time of any **Damage** to any **Property Insured** hereunder such property shall be covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this Extension had not been incorporated therein the rights and liabilities of the **Insurer** and the **Insured** in respect of the **Damage** shall be subject to the terms and conditions of the **Policy** including any Condition of Average therein, as if this Extension had not been incorporated therein.

#### 11. Removal of Debris

It is understood that the insurance by this **Section** relating to **Building(s)** and **Farming Machinery and Equipment** extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- a. removing debris
- b. dismantling and/or demolishing
- c. shoring up or propping

of the portion or portions of the **Property Insured** by the said items **Damaged** by any Event hereby insured against.

**Our** liability under this Extension and this **Section** in respect of any claims shall in no case exceed the **Sum Insured** plus 10% of the **Sum Insured** thereby.

**We** will not pay for any costs or expenses:

- i. incurred in removing debris except from the site of such **Damaged Property Insured** and the area immediately adjacent to such site
- ii. arising from pollution or contamination of property not insured by this **Section**.

#### 12. Subrogation Waiver

In the event of a claim arising under this **Section**, **We** agree to waive any and all rights, remedies and/or relief which **We** may become entitled by way of subrogation against:

- a. any company which is a holding company to the **Insured**, or subsidiary to the **Insured**, as defined within the meaning of sections 7 and 8 of the Companies Act 2014
- b. any company which is a subsidiary of a holding company where that holding company is also the holding company of the **Insured** within the meaning of sections 7 and 8 of the Companies Act 2014.

#### 13. Tenancy

**Your** interest in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any **Building(s)** hereby insured, whereby the danger of loss or **Damage** is increased without **Your** knowledge. **You** shall immediately upon becoming aware thereof give notice in writing to **Us** and on demand pay such additional premium as **We** may require.

#### 14. 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 **You** or beyond **Your** control. **You** shall immediately upon becoming aware thereof give notice to **Us** and pay an additional premium, if required

## 15. Workmen

Workmen are allowed on the aforesaid **Premises** for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

## 16. Interested Parties

The **Insurer** agrees:

- a. that without prejudice to the rights and liabilities of **You** or **Us**, if at the time of **Damage** to any **Building(s)** hereby insured that **You** shall have contracted to sell **Your** interest in such **Building(s)** and the purchase shall be thereafter completed, the Purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such **Damage** shall be entitled to the benefit of this **Section** so far as it relates to such **Damage**, up to the date of completion
- b. to note the interest of any party notifying their interest in any of the **Property Insured** in writing, the nature and extent of such interest to be disclosed in the event of **Damage**.

## 17. Spontaneous Combustion

Notwithstanding anything contained to the contrary in this **Policy** it is understood the insurance by this **Section** extends to cover destruction or **Damage** by fire only of or to hay and/or straw caused by its own spontaneous fermentation, heating or combustion.

## 18. Vintage Tractor(s)

Permission is given for vintage tractor(s) used for show or in connection with **Your Business** to be housed as required in any of the insured **Building(s)** described in the **Schedule**.

Vintage tractor(s) and their contents and accessories more specifically insured are excluded from the insurance by this **Section** Extension except in respect of any amount over and above that recoverable under such specific insurance.

The liability of the **Insurer** in respect of **Damage** to vintage tractor(s) licensed for road use and accessories thereon shall not exceed €1,500 or 10% of the **Sum Insured** on **Property Insured Item 2. Farming Machinery and Equipment** whichever is the lesser, unless specifically stated in the **Schedule**.

Definitions:

- a. Vintage tractor(s) for the purposes of this Extension shall mean a tractor that is 30 or more years old.

Special Provisions:

1. Following **Damage** **You** must produce the vehicle registration book/vehicle registration certificate for the Vintage tractor(s) which proves **Your** ownership and which must clearly display the age of the vehicle. **We** will not pay for the supply of this information.

## 19. Exhibition Cover

The insurance by this **Section** is extended to include **Property Insured** Items specified in the **Schedule** whilst at any exhibition site including whilst being erected or dismantled anywhere in the Republic of Ireland or Northern Ireland other than whilst in any **Premises** owned or occupied by **You** or any exhibition site in the open.

The liability of the **Insurer** shall not exceed €1,000 in respect of any one loss or in the aggregate any one **Period of Insurance**.

## 20. Urgent Repairs to Milking Equipment

The insurance by this **Section** is extended to include reasonable costs and expenses necessarily incurred by **You** following insured **Damage** in making temporary repairs to the **Milking Equipment** insured by **Item 7** and **Item 8** or in expediting permanent repairs provided that **Our** approval has first been obtained in writing and that **Our** total liability in respect of any loss under this Extension or **Section** shall not exceed the total **Sum Insured** for **Milking Equipment** as stated in the **Schedule**.

## 21. Theft of Diesel

Stock of Diesel subject to a limit of €2,000 is insured provided that whether in the open or in buildings at the **Premises** the Diesel Tank(s) fuel valve or nozzle is securely locked by a disc padlock or equivalent security Locking device.

# Section 1 (a) – Farm Property Damage Exclusions

## What is not Insured

### 1. Electrical Plant

If any electrical plant or fitting shall be **Damaged** or destroyed by fire occasioned by self-ignition, overrunning, excessive pressure, short circuiting, self-heating or leakage of electricity, **We** shall not be liable for **Damage** in respect of the particular part in which the fire originated but **We** shall be liable for **Damage** or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

# Section 1 (a) – Farm Property Damage Conditions

### 1. Average (Underinsurance)

The **Sum Insured** by each Item of this **Section** (other than those applying solely to fees, removal of debris and Milk) is declared to be separately subject to Average.

In respect of all **Sums Insured** hereby declared to be subject to Average, where such sum shall at the commencement of any **Damage** be less than the value of the **Property Insured** within such **Sum Insured**, the amount payable by the **Insurer** in respect of such **Damage** shall be proportionately reduced.

### 2. Average (Underinsurance) in respect of Milk

The **Sum Insured** for **Milk Insured** under this **Section** is declared to be separately subject to Average.

This means where such sum shall at the commencement of any **Damage** be less than 80% of the actual selling value of the **Milk** within such **Sum Insured**, the amount payable by **Us** in respect of such loss or **Damage** shall be proportionately reduced.

### 3. Retention

Where, in the context of **Damage** to real property only, **We** pay the costs of repair or reinstatement as above, **We** may:

- a. release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- b. pay the balance (otherwise known as the "retained amount") to **You** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **You** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- i. 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- ii. 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

#### 4. Grain Drying

In respect of the process of Grain Drying it is a condition that all Grain dryers:

- a. must be operated as per manufacturers guidelines.
- b. have all thermostats & automatic control gear must be regularly maintained & serviced.
- c. must be regularly maintained & serviced as per the manufacturers guidelines.
- d. must be supervised when in use.
- e. dust extractor's must be regularly maintained and serviced as per manufacturers guidelines and filters regularly checked.

## Section 1 (b) – Livestock

### Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

### Definitions

#### 1. Injury

A physical injury or trauma caused immediately by an accident. Not any injury that happens over a period of time and contributed to, in any way, by a previous disease process in the animal.

#### 2. Livestock

**Livestock** shall mean the animals as specified in **Your Schedule** which are owned by **You** and used in connection with **Your Business** but excludes domestic household pets.

#### 3. Market Value

The cost of replacing any animal with one of comparable worth and condition but not exceeding an amount of €6,500 per animal unless otherwise stated in the **Schedule**.

#### 4. Property Insured

Shall mean the **Livestock** as insured under this **Section** owned by **You** and specified in **Your Schedule**.

#### 5. Territorial Limits

Anywhere within the Republic of Ireland and Northern Ireland.

#### 6. Fatal Injury (Pedigree cover Event 13 only)

Shall mean a violent, external, accidental and visible act illness or disease that causes death or its necessary slaughter (under certificate by a duly qualified veterinary surgeon) within 28 days of such accident during the **Period of Insurance**. It is also understood that Fatal Injury for Pedigree Livestock includes death by poisoning.

### The Cover

In the event of accidental **Injury** causing death of **Livestock** insured within the **Territorial Limits** by any Event insured by this **Section** other than by an excluded cause **We** will pay to **You** the value of the **Property Insured**

Provided that:

1. the amount payable in respect of any one animal shall not exceed the **Market Value** of the animal at the time of loss or the amount stated in **Your Schedule**, whichever is the less, unless otherwise specified in **Your Schedule**
2. the total amount payable in respect of any one Item of **Livestock** shall not exceed the **Sum Insured** under that Item noted in the **Schedule**
3. the total amount payable in respect of all loss or **Injury** causing death during any one **Period of Insurance** shall not exceed the total **Livestock Sum Insured** noted in the **Schedule**.

### What is Insured – Events

The following Events are insured only when Specified in **Your Schedule**.

#### 1. Fire, Lightning & Explosion

**Damage** resulting in fatal injury from accident caused solely and directly by:

- 1.1 **Fire** but excluding **Damage** caused by
  - a. explosion resulting from fire
  - b. earthquake or subterranean fire
  - c. its undergoing any heating process or any process involving the application of heat.

##### Lightning

##### Explosion

- i. of boilers used for domestic purposes only
- ii. of gas used for domestic purposes only

but excluding **Damage** caused by earthquake or subterranean fire.

1.2 **Explosion** excluding **Damage**:

- a. caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
- b. in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the **Insured** which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a **Policy** or other contract providing the required inspection service
- c. by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

1.3 **Aircraft** or other aerial devices or articles dropped therefrom excluding **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

1.4 **Earthquake**

1.5 **Subterranean Fire**

**2. Storm or Flood**

Accidental **Injury** causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to **Livestock** insured resulting solely and directly as a result of **Damage** by Storm or Flood occurring on **Your Premises** or whilst temporarily removed within the **Territorial Limits** but excluding loss or **Damage** caused by:

- a. **frost, subsidence, ground heave or landslide**

**3. Electrocution**

Accidental **Injury** causing instantaneous death (or necessary slaughter by veterinary surgeon) of **Livestock** caused by accidental electrocution occurring on **Your Premises** or whilst temporarily removed provided that **You** immediately thereafter arrange for the disconnection of **Your** own electricity supply if it is in any way faulty.

**4. Collapse of Slats in Slatted House**

Accidental **Injury** causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to **Livestock** as a result of the immediate and sudden collapse of the slats in the slatted house or units permanently installed at **Your Premises**.

**5. Straying or being led on Foot**

Accidental **Injury** causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to **Livestock** occurring while being driven or led on foot on any public thoroughfare or straying from **Your Premises** other than from unenclosed land.

**We** shall not be liable to make payment in the event of injury occurring on **Premises** owned by **You**, rented to **You** or occupied by **You**.

**6. In Transit and Attendance at Sale or Show**

Accidental **Injury** causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to **Livestock** while in transit on any public thoroughfare in suitable vehicles including loading and unloading and whilst in attendance at any sale or show on land within the **Territorial Limits**.

**7. Mortality**

Accidental **Injury** causing death (or necessitating slaughter by veterinary surgeon within 28 days of such injury) to **Livestock** insured under this **Section** and occurring on the **Premises** or land owned occupied leased or rented by **You** but excluding:

- i. accidental **Injury** whilst **Livestock** is in transit including loading or unloading for the purpose of transit)
- ii. accidental **Injury** causing death of Sheep as a result of any dog attack or dog worrying
- iii. the amount of any **Deductible** or **Excess** stated in the **Schedule**.

**8. Bovine Tuberculosis and/or Brucellosis** (cover only operative in respect of animals specified in the **Schedule**)

Any amount **You** cannot recover following a compulsory slaughter during the **Period of Insurance** of the animal(s) specified in the **Schedule** under an order from the Department of Agriculture, Food and the Marine consequent upon the animal specified having failed to pass the standard Bovine Tuberculosis and/or Brucellosis herd test.

Excluding:

- i. any loss resulting from a compulsory slaughter for the Department of Agriculture Food and the Marine compensation schemes for destroyed animals which was first diagnosed or showed delayed hypersensitivity (reactor) signs before or within the 12 months prior to this cover being incepted
- ii. any amount recoverable under any relevant Department of Agriculture Food and the Marine compensation schemes for destroyed animals and disease eradication.

**9. Impotence of Bulls/Rams Accident and Illness** (cover only operative in respect of animals specified in the **Schedule**)

**We** will indemnify **You** in the event of any animal covered under this **Section** and specified in the **Schedule** which:

1. is proven to be to be permanently incapable of natural service resulting solely and directly from accidental injury sustained during the **Period of Insurance**.

or

2. had proven itself to be fertile and is subsequently proved to be permanently infertile, impotent or incapable of natural service arising solely and directly from sickness or disease first manifesting itself during the **Period of Insurance**.

excluding:

- i. Frostbite or Freezing
- ii. Congenital or Hereditary conditions.

**Special Conditions:**

- a. Following notification to **Us** of a possible claim, the animal must be given at least 3 calendar months to attempt recovery unless **We** agree to accept the claim before the end of such period.
- b. Permanent infertility, impotency, or incapability must be total and not temporary in nature or reduction and be proved by production of satisfactory evidence and certification from **Your** Veterinarian and **We** reserve the right to request an independent opinion from a Veterinarian of **Our** choice.

In respect of any one loss the liability of the **Insurer** shall not exceed the **Sum Insured** stated in the **Schedule** less the amount recovered or realised through sale or disposal of the animal.



**10. Sheep Worrying** (cover only operative if specified in the **Schedule**)

We will cover **You** during the **Period of Insurance** for fatal **Injury** to Sheep (or necessary slaughter by veterinary surgeon following an attack or worrying) owned by **You** resulting directly from any dog attack or worrying by dog(s) provided such fatality occurs within 28 days of the attack or worrying but excluding Sheep Worrying by dog(s) belonging to or in the custody and control of:

- i. **You**
- ii. members of **Your** family or household
- iii. **Your** employees.

**Special Conditions:**

1. As soon as **You** discover an occurrence of Sheep Worrying as described above **You** must make immediate notification to An Garda Síochána and keep the report reference number for inspection by **Us** upon receipt of any claim.
2. Indemnity shall not exceed the market value at time of loss not exceeding the maximum value of flock as stated in the **Schedule** unless otherwise agreed by **Us**.
3. Indemnity shall apply only in respect of sheep the property of the **Insured**. (The onus of identification of such sheep shall rest on the **Insured** as condition precedent to any claim).

**11. Theft of Livestock** (cover only operative if specified in the **Schedule**)

We will indemnify **You** by payment if **Livestock** insured under this **Section** is stolen and unrecovered as a result of theft from the **Premises** during the **Period of Insurance**.

Provided that in the event of a loss the maximum liability of the **Insurer** shall in no case exceed the **Sum Insured** stated in the **Schedule** or the **Market Value** of such **Livestock** at the time of loss whichever is lower and subject to an **Excess** of €500 in respect of each and every loss.

Excluding:

- a. any amount if **You** do not own the animals and they are not registered under **Your** Herd number
- b. any amount if the theft or loss of **Livestock** involves dishonesty, procurement, or connivance by **You**, an employee(s) or any member of **Your** family or household
- c. any animal kept at an out farm unless security measures declared and cover have been agreed by the **Insurer**, subject to necessary terms, conditions and special conditions applying
- d. any amount where possession of **Livestock** is obtained by deception or where **You** or the person tending to the animals has freely parted with the **Livestock**, even if tricked into doing so
- e. any amount for the loss or death of unborn offspring, embryo or foetus
- f. any loss of livestock stolen from unfenced lands and/or common lands
- g. any loss occurring elsewhere other than at the **Premises** within the Republic of Ireland
- h. any loss whilst **Livestock** is in transit
- i. consequential loss of whatsoever nature or any other financial loss, legal compensation, costs and expenses resulting from theft of **Livestock**.

**Special Conditions:**

1. All perimeter fences are adequate for containing animals, maintained in sound condition and all external gates and loading pens are secured when the **Premises** is unattended.
2. **You** must make notification to An Garda Síochána and the Department of Agriculture, Food and the Marine within 48 hours of any incidence of theft and keep the report reference number for inspection by **Us** upon receipt of any claim.
3. No claim may be payable unless the animal or **Livestock** has been declared stolen or missing for a minimum of 60 days, unless **Our** approval has otherwise been obtained in writing.
4. If the animal or **Livestock** is found or returns, **You** must notify **Us** immediately and refund or return any payment **We** have paid **You**.

**12. Accidental Poisoning** (cover only operative in respect of animals specified in the **Schedule**)

Accidental poisoning causing death (or necessitating slaughter by veterinary surgeon within 28 days of such injury) to **Livestock** insured and occurring on the **Premises** or land owned occupied leased or rented by **You** but excluding:

- i. accidental death caused as a result of unintentional or deliberate botulism
- ii. the first €2,500 of each and every loss as stated in the **Schedule**.

The most the **Insured** can claim in respect of any one incident is limited to the **Sum Insured** on the **Schedule** or €100,000 whichever is the lesser

**Special Conditions:**

When agitating slurry due to the high risk of gas release it is a condition that **You** must

1. Undertake a risk assessment in advance of any slurry agitation in line with HSA guidelines
2. Remove **Yourself** and any other persons, and evacuate all **Livestock** and any pets from buildings above or adjacent to the slatted tank before you start
3. Keep **Yourself** and any other persons, and **Livestock** out of the vicinity buildings (at least 100 metres) for at least the first 45 minutes following the commencement of agitation
4. Open all doors and available ventilation to provide a through draught, especially at floor level
5. Only agitate on a day where there is good air movement and a minimum wind speed of at least Beaufort Scale 2

### 13. Pedigree Livestock (cover only operative in respect of animals specified in the Schedule)

#### The Cover

We will pay You for **Fatal Injury** to any animal specified in the **Schedule** following an accident, illness or disease or its necessary slaughter (under certificate by a duly qualified veterinary surgeon) within 28 days of such accident occurring at the **Premises**.

#### Exclusions applicable to Pedigree Livestock:

##### What is not insured

- Fatal Injury** to any animal who is 6 years or older at inception of the **Policy** cover unless otherwise agreed, and no renewal will be offered for any animal over 7 years.
- Any animal in respect of congenital infertility.
- Depreciation of any kind.
- Loss destruction or **Damage** caused by fire, lightning, explosion, earthquake or subterranean fire.
- accidental Injury whilst **Livestock** is in transit including loading or unloading for the purpose of transit.
- accidental Injury causing death of Sheep as a result of any dog attack or dog worrying.
- the amount of any Deductible or **Excess** stated in the **Schedule**.
- Notifiable disease which must be notified by Law to the department of Agriculture with exception of TB & Brucellosis that can be purchased as a separate cover.
- Calving Risk unless agreed by Us.

#### Conditions applicable to Pedigree Livestock:

- Inception of **Our Pedigree Livestock Policy** is conditional on the following being received at the time of inception (or within two weeks post the time of inception)
  - Veterinary Certificate (detailing inspection of animal and confirming animal is in a sound state of health. Examination must be carried out within 20 days of inception)
  - Pedigree Papers
  - Proof of Purchase
- Renewal of this **Livestock Policy** is conditional on the animal described in the **Schedule** being in sound state of health and having not suffered any accident or sickness during the previous period of insurance.
- Basis of Settlement**

The amount payable won't exceed the **Sum Insured** stated on the **Schedule** or **market value** of the animal immediately prior to the time of the accident occurring or contracting such illness.

## Section 1 (b) – Livestock Extensions

### 1. Veterinary Surgeon's Fees

We will pay Veterinary Surgeon's fees incurred in respect of treatment for injuries sustained resulting from an insured Event and where such **Injury** is likely to prove fatal irrespective of whether such treatment secures the recovery of the animal or not.

Provided that **Our** liability shall not exceed €130 per animal any one loss and €1,000 in the aggregate any one **Period of Insurance**.

### 2. Removal of Carcass and Debris

The insurance by this **Section** extends to include costs and expenses necessarily incurred by **You** with **Our** consent for which **You** are liable to a slaughter house renderer or bona fide disposal centre for the removal of any carcass incurred as a direct result of a loss occurring under **Insured** Events 1 to 12 as detailed herein, where these are operative and stated within the **Schedule**.

Provided that **Our** liability shall not exceed €75 per animal any one loss and €1,000 in the aggregate any one **Period of Insurance**.

### 3. Theft of Livestock automatic limit

The insurance by this **Section** extends to include an automatic cover in respect of **Theft of Livestock** subject always to the definitions, exclusions and conditions outlined in Event 11. **Theft of Livestock** and of this **Section** and **Policy**.

The maximum amount payable under this **Extension** shall not exceed €5,000 any one loss or in the aggregate any one **Period of Insurance**.

An **Excess** of €500 applies in respect of each and every loss.

Where Event 11. **Theft of Livestock** is **Insured** specifically under **Your Policy** and noted in **Your Schedule** it is understood that the limit shown in **Your Schedule** shall be in addition to the limit provided under this **Extension**.

### 4. Livestock Basis of Settlement Extension

We will pay the cost of replacing any animal with one of comparable worth and condition, this is referred to as the **Market Value** at the date of loss:

- The basis of settlement is deemed to be **Market Value** +10% for livestock claims under the **Insured** Events as Specified in **Your Policy Schedule** except Event 10 **Sheep worrying**.
- The basis of settlement in respect of Event 10. Sheep worrying is deemed to be **Market Value** +20% for sheep worrying claims under the following **Insured** Events 10 when Specified in **Your Policy Schedule**.



## Section 1 (b) – Livestock Exclusions

### What is not Insured

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of:

1. accidents not reported to **Us** immediately after the **Injury** is discovered
2. accidental **Injury** sustained elsewhere than on land in the **Territorial Limits**
3. slaughter without **Our** consent except in cases of fracture of a bone or bones necessitating immediate slaughter on humane grounds by a Veterinary Surgeon
4. destruction in compliance with the requirement of any Statute or any order of a Minister of the Government a Government Department or Local Authority except in the case of cover 8 where operative and stated in the **Schedule**
5. pregnancy or parturition or castration except insofar as covered under Pedigree Event 13 where selected and noted in **Your Schedule**
6. any surgical operation or administration of any medication unless conducted or carried out by a qualified Veterinary Surgeon and certified to have been necessitated solely by accidental **Injury** and to have been carried out in an attempt to preserve the animal's life. Medication is deemed to include any drug, hormone, vitamin, protein or substance other than unadulterated food or drink
7. unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed
8. hunting, jumping, racing, meets, sully, commercial trap or trials of horses or ponies
9. poison (except where specifically insured under 12. Accidental Poisoning or Fatal Injury Pedigree Livestock), malnutrition or neglect
10. malicious or wilful injury caused by **You** or any person acting on **Your** behalf
11. consequential loss of any kind or description whatsoever
12. any third party liability
13. unintentional or deliberate botulism

## Section 1 (b) – Livestock Conditions

### 1. Average (Underinsurance)

The **Sum Insured** by each Item of **Livestock** specified in the **Schedule** is declared to be separately subject to Average.

In respect of all **Sums Insured** hereby declared to be subject to Average, where such sum shall at the commencement or happening of any **Insured** Event be less than the value of the **Livestock** Items within such **Sum Insured**, the amount payable by **Us** in respect of such loss or **Damage** shall be proportionately reduced.

### 2. Reasonable Precautions

While this **Policy** is in force the **You** must:

- i. maintain in adequate condition all walls, gates, posts, fences and hedges and slatted units, enclosing areas where **Livestock** are kept
- ii. ensure all **Livestock** specified in the **Schedule** are adequately cared for and free from any illness or **Injury** at the commencement of this insurance and no animal shall:
  - a. be removed from **Your Premises** for the purpose of being kept permanently elsewhere
  - b. be used for purposes other than those stated in the **Submission** or **Schedule** without **Our** written consent.
- iii. comply with all applicable laws, statutory enactments or local authority bye-laws, regulations, obligations and requirements.

### 3. Claims

In the event of an occurrence which gives rise to a claim or which may give rise to a claim.

- i. **You** shall give **Us** immediate notice of such event.
- ii. **You** shall notify a Veterinary Surgeon immediately in the event of **Injury** to any animal and have such animal treated as necessary.
- iii. **You** shall at **Your** own expense, within 14 days after such event, supply **Us** with a completed claim form together with all other information as may be required including any qualified Veterinary Surgeon's certificates, photos and satisfactory proof of the death, identity and value of the animal.
- iv. if **We** allege that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with **You**.
- v. if **We** admit the claim, **You** may dispose of the carcass to best advantage and the amount realised shall be offset against the amount of the claim.

It is a condition precedent to liability under this **Policy** that full and unrestricted access be provided to **Us** or a delegated representative of **Ours** to all records and herd registers relating to the ownership of **Livestock** insured by this **Policy**.

## Section 1 (c) – Deterioration of Milk

### Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

### Definitions

- 1. Bulk Milk Tank(s) and Refrigerated Milk Storage Tank(s)**  
shall include associated installations and piping, wires and accessories described in the **Schedule** installed permanently at **Your Premises** and owned by **You** or for which **You** are responsible.
- 2. Milk**  
shall mean **Milk** insured under this **Section** and contained within **Bulk Milk Tank(s)** or **Refrigerated Milk Storage Tank(s)** used in connection with the **Business**.

### The Cover

The **Insurer** will indemnify **You** against **Damage** insured under this **Section** to **Milk** while contained in **Bulk Milk Tank(s)** or **Refrigerated Milk Storage Tank(s)** within the **Premises** by deterioration caused by an **Insured Event** provided that **Our** liability in respect of any one loss or in the aggregate in any one **Period of Insurance** shall in no case exceed the **Sum Insured on Milk**

### What is Insured – Events

- 1. Deterioration of Milk in Bulk Milk Tank(s) or Refrigerated Milk Storage Tank(s)**  
**We** will pay for:
  - 1.1 loss deterioration or putrefaction of **Milk** caused by a change (rise or fall) in temperature of a **Bulk Milk Tank(s)** or **Refrigerated Milk Storage Tank(s)** in which it is being stored as a direct result of:
    - a. sudden and unforeseen loss or **Damage** to the Tanks
    - b. failure (from any inherent cause) of any thermostatic or automatic controlling devices
    - c. failure of the public electricity supply which is not caused by:
      - i. a deliberate act of any electricity supply company unless such deliberate act is performed for the sole purpose of safeguarding life or protecting a part of the public electricity supply company's system
      - ii. a scheme of rationing unless necessitated solely by physical **Damage** to a part of the public electricity supply company's system.
  - 1.2 contamination of **Milk** by the accidental escape of refrigerant gas or liquid into the **Refrigerated Milk Storage Tank(s)**.
- 2. Prevention of access due to inclement weather**  
**We** will pay for the loss of **Milk** where the Co-operative are unable to access **Your Premises** for **Milk** collection due to snow, ice, storm or hurricane subject to a total limit of €12,000 or 2 claim incidents, whichever is less, in any one **Period of Insurance**  
The liability of the **Insurer** in respect of any one loss shall not exceed the **Sum Insured** as stated in the **Schedule**.
- 3. Accidental contamination by antibiotic residue**  
**We** will pay for the loss of own **Milk** as a direct result of accidental contamination by antibiotic residue **Provided** that:
  - a. the **Milk** has been rejected by the processor or creamery and evidence is provided
  - b. a valid products liability claim is declared and accepted by the **Insurer** under Section 5 Products Liability of this **Policy**
  - c. there is a plan in place to identify and adhere to waiting and withdrawal periods for animals undergoing antibiotic treatmentThe liability of the **Insurer** in respect of any one loss or in the aggregate shall not exceed the **Sum Insured** as stated in the **Schedule**.

## Section 1 (c) – Deterioration of Milk Exclusions

### What is not Insured

- a. arising from improper storage or stowage
- b. the dumping or disposal of excess or surplus **Milk**
- c. any **Excess** stated in the **Schedule**
- d. any willful act or neglect

## Section 1 (c) – Deterioration of Milk Conditions

- 1. Basis of Settlement**  
All claims under this **Section** shall be settled on the basis of the following:  
**Milk in Bulk Milk Tank(s) and Refrigerated Milk Storage Tank(s)**  
The amount **We** will pay per litre will be the average value per litre that **You** were paid over the last five milking days prior to a claim.  
**Loss of own Milk under cover 3.**  
The liability of the **Insurer** for each claim shall not exceed the amount rejected by the processor or creamery or the **Sum Insured** whichever is the lesser.

## 2. Under insurance in respect of Milk in Storage Tanks.

### Average (Underinsurance)

The **Sum Insured** for **Milk** insured under this **Section** is declared to be separately subject to Average.

This means where such sum shall at the commencement of any **Damage** be less than 80% of the actual selling value of the **Milk** within such **Sum Insured**, the amount payable by **Us** in respect of such loss or **Damage** shall be proportionately reduced.

## 3. Maintenance

It is a condition of the cover provided under this **Section** of the **Policy** that **You** maintain in force a contract providing for competent engineers to service and maintain in proper working condition the **Refrigerated Milk Storage Tank(s)** insured at intervals not exceeding 6 months.

# Section 1 (d) Forestry

## Section Definitions

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section(s)** are defined below and are printed in title case and bold throughout.

## Definitions

### 1. Declared Crop Value

Shall mean the **Sum Insured** of **Growing Trees** as specified in the **Schedule** and shall reflect the **Estimated Harvest Value**.

### 2. Re-establishment

Shall mean the **Re-establishment**, reconstitution, replanting costs incurred in consequence of **Damage** by an **Insured Event** to the **Growing Trees** specified in **Your Schedule**.

### 3. Growing Trees

Shall mean the total forestry plantations of conifer or broadleaf commercial standing timber as declared by **You** and insured under this Section.

### 4. Estimated Harvest Value

Shall mean the current market value based on 30-year mature growth of **Growing Trees**, less the cost of harvesting, transport and sales.

### 5. Forestry Area

Shall mean the location of the **Growing Trees** at the **Premises** declared by **You** covered by this **Policy**.

### 6. Net Present Value (NPV)

Shall mean the present value of **Growing Trees** using an established method of forestry valuation equating to the discounted value of future net cashflows based on **Your Declared Crop Value**. The calculation of **Net Present Value** will be in accordance with the discount index outlined in the Basis of Settlement.

### 7. Age of Trees

The age of the **Growing Trees** is calculated by subtracting the year in which the loss occurs from the year the block was planted (as it appears on the **Your Policy Schedule**). Trees planted during the first year will be deemed to be aged 1 year on the 1st of January of the year subsequent to planting.

### 8. Property Insured

Shall mean item **Growing Trees** at the **Premises** (also referred to as Item 5 under Section 1 of the **Policy**).

The following items are only insured where a **Sum Insured** appears against each on **Your Schedule**

a. **Loss of Growth/Crop Value – Sum Insured** stated in the **Schedule**

b. **Re-establishment – Sum Insured** stated in the **Schedule**

Costs reasonably incurred in replanting following **Damage** including:

- i. clearing and removal of debris
- ii. preparing the grounds for replanting
- iii. replanting with plants of similar species to those damaged
- iv. erection of appropriate site fencing but not exceeding 15% of the total Re-establishment **Sum Insured** stated in the **Schedule**

excluding

- i. property which is more specifically insured
- ii. land roads pavements piers jetties bridges culverts or excavations unless notified and accepted by **Us** as **Insured**

## The Cover

If any Item of **Growing Trees Property Insured** is **Damaged** within the **Forestry Area** by any **Insured Event** operative under this **Section** and not otherwise excluded **We** will pay to **You** the value in accordance with the **Basis of Settlement** of the **Property Insured** at the time of its **Damage** or the amount of such **Damage** or at **Our** option reinstate or replace such **Property Insured** or any part thereof provided that the liability of the **Insurer** in respect of any one loss or in the aggregate in any one **Period of Insurance** shall in no case exceed:

1. in the whole the total **Sum Insured** or in respect of any Item of **Property Insured** its **Sum Insured** or any other limit of liability stated in the **Schedule** at the time of **Damage**
2. the **Sum Insured** remaining after the deduction for any other **Damage** occurring during the same **Period of Insurance** unless **We** have agreed to reinstate any such **Sum Insured** or limit.

## What is Insured – Events

The following Events are insured only when Specified in **Your Schedule**

**1. Fire** but excluding **Damage** caused by:

- a. explosion resulting from fire
- b. earthquake or subterranean fire
- c. i. its own spontaneous fermentation heating or combustion  
or  
ii. its undergoing any heating process or any process involving the application of heat.

**Lightning**

**Explosion**

- i. of boilers used for domestic purposes only
- ii. of gas used for domestic purposes only

but excluding **Damage** caused by earthquake or subterranean fire.

**2. Explosion** excluding **Damage**:

- d. caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
- e. in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a **Policy** or other contract providing the required inspection service
- f. by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**3. Aircraft** or other aerial devices or articles dropped therefrom excluding **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**4. Earthquake**

**5. Subterranean Fire**

**6. Impact** by any road vehicle or animal

**7. Riot Civil Commotion Strikers Locked-Out Workers** or Persons taking part in Labour Disturbances or Malicious Persons excluding:

- a. **Damage** arising from confiscation requisition or destruction by order of the government or any public authority
- b. **Damage** arising from cessation of work
- c. as regards **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - i. **Damage** by theft
  - ii. **Damage** in respect of any **Building(s)** which is unoccupied empty or not in use at the time of the loss, unless cover has previously been agreed and the unoccupied **Property** is noted in **Your Schedule**.

**8. Storm or Flood** excluding **Damage**

- a. attributable solely to change in the water table level
- b. by frost subsidence ground heave or landslip
- c. in respect of movable property in the open, fences and gates

## Section 1 (a) – Forestry Extensions

**1. Fire Brigade Charges**

The insurance by this **Section** extends to apply to **Fire Brigade Charges** levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **Property Insured** by this **Section** in circumstances which have given rise to, or would have given rise to, **Damage** to the **Property Insured** by any Event covered by this **Section**.

The maximum amount payable under **Section 1(d)** is automatically increased and shall not exceed €30,000 any one incident or in the aggregate any one **Period of Insurance**.

**2. Forestry Consultant Fees**

- a. The insurance of each Item of **Growing Trees** includes an amount in respect of **Forestry Consultant Fees**.
- b. The insurance on Fees applies only to those necessarily and reasonably incurred in the **Re-establishment** reinstatement or **Repair** of the **Property Insured** consequent upon its **Damage** but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total €1,500.

## Section 1 (d) – Forestry Exclusions

### What is not Insured

We will not pay for:

1. Loss or **Damage** by **Storm** where the **Growing Trees** are aged 24 years or greater.
2. **Re-establishment** costs where the age of the **Growing Trees** are aged 24 years or greater.
3. **Re-establishment** costs unless **Insured** and as a consequence of an **Insured Event**.
4. Loss or **Damage** to **Growing Trees** within 3 kilometres of a town with a population in excess of 2,000 Or within 8 kilometres of a city.
5. Any loss or **Damage** as a result of frost or disease.
6. Any loss or **Damage** to fruit trees or orchards unless specifically declared and agreed by **Us** and stated in **Your Schedule**.
7. Any loss or **Damage** as a direct or indirect result of deliberate or innocent scrub burning undertaken by **You** or on **Your** behalf.

## Section 1 (d) – Forestry Conditions

### 1. Average (Underinsurance) Loss of Growth/Crop value

If the area of **Growing Trees** as provided in **Your** declaration and stated in **Your Schedule** does not represent the full area of **Growing Trees**, any claim made in respect of such a **Growing Trees** shall be proportionally reduced accordingly.

### 2. Average (Underinsurance) Re-establishment

If the area of **Growing Trees** as provided in **Your** declaration and stated in **Your Schedule** does not represent the full area of **Growing Trees**, any claim made in respect of **Re-establishment** shall be proportionally reduced accordingly.

### 3. Basis of Loss Settlement

In the event of any of the **Growing Trees** described in the **Schedule** sustaining **Damage** by an **Insured Event** **We** will pay to **You** the value of the loss calculated in accordance with the following basis.

#### Loss of Growth/Crop Value

In the event of a claim for **Damage**, the basis on which the **Insurer** shall make payment to the **Insured** in respect of loss of **Damage** to any **Growing Trees** insured by this Section shall be deemed to be the **Declared Crop Value** discounted to **Net Present Value** in accordance with the **Net Present Value** index shown below.

#### Net Present Value discount index

Age of Growing Trees	NPV of Declared Value
0 to 5 years	7%
6 to 10 years	20%
11 to 15 years	30%
16 to 20 years	47%
21 to 25 years	67%
26 to 29 years	87%
30 years plus	100%

The maximum amount payable by **Us** in respect of any claim for such loss or **Damage** shall not exceed **Your Declared Crop Value** discounted to **Net Present Value** upon which the **Your** premium is calculated.

#### Re-establishment

In the event of loss or **Damage** by an **Insured Event** to the **Growing Trees** described in the **Schedule**, **We** will pay costs reasonably incurred in replanting following **Damage** including:

- i. clearing and removal of debris
- ii. preparing the grounds for replanting
- iii. replanting with plants of similar species to those damaged
- iv. erection of appropriate site fencing but not exceeding 15% of the total Re-establishment **Sum Insured** stated in the **Schedule**

excluding:

- i. property which is more specifically insured
- ii. land roads pavements piers jetties bridges culverts or excavations unless notified and accepted by **Us** as **Insured**

Provided that

The liability of the **Insurer** shall in no case exceed its **Sum Insured** and the total **Sum Insured** under this Section

#### Special Conditions

The total amount payable in respect of any loss will be net of any

- i. Salvage value
- ii. Application of the **Excess**

**5. Establishing the Sum Insured**

**You** are responsible for providing an accurate **Declared Crop Value** based on the **Estimated Harvest Value** at 30 years maturity and regular reviews of the appropriateness of this declared value may be required especially as **Your Growing Trees** mature. **You** may seek support of professional forestry consultants to assist in this valuation at a cost to **You**.

**6. Firebreaks**

Firebreaks must be maintained to the satisfaction of the grant assisting authority, should be at least 6 metres wide, and be kept clear and accessible at all times.

**7. Excess**

In respect of Event 8. Storm an **Excess** of €3,000 applies in respect of each and every loss.

**8. Claims valuation dispute**

In the instance where there is any claims dispute in respect of forestry valuation between **You** and the **Insurer**, an independent professional forestry valuer of **Our** choosing will be consulted in order to determine the actual **Net Present Value** at the time of loss based on **Your Declared Crop Value**.

## Section 2 – Business Interruption

### Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

### Definitions

#### 1. **Gross Income**

Shall mean the money paid or payable to **You** for goods sold and for services rendered in the course of the **Business** undertaken at the **Premises** including any amount of rent and other income received or receivable from the letting, renting or leasing of any part of the **Premises** as specified in the **Schedule**.

**Standard Gross Income** – The **Gross Income** during that period in the twelve months immediately before the date of the damage which corresponds with the **Indemnity Period**.

**Annual Gross Income** – The **Gross Income** during the twelve months immediately before the date of the damage.

to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the **Damage**.

#### 2. **Indemnity Period**

shall mean the period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

#### 3. **Maximum Indemnity Period**

shall mean the period as defined in the **Schedule**.

### The Cover

If **Damage** by any of the Events insured under this **Section** of the **Policy** occurs at the **Premises** to **Property Insured** under **Section 1 (a) Farm Property** but excluding **Item 4. Growing Crops, Item 5. Growing Trees Section 1 (d) Forestry** which is used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises** **We** will pay to **You** in accordance with the provisions of this insurance the amount of loss resulting from the interruption or interference caused by the **Damage** provided that:

- i. at the time of the happening of the **Damage**, there shall be in force insurance under Section 1(a) of this **Policy** covering **Your** interest in the property at the **Premises** against such **Damage** and that:
  - a. payment shall have been made or liability admitted therefore, or
  - b. payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
- ii. **Our** liability under this **Section** shall not exceed in respect of each item the **Sum Insured** stated in the **Schedule** nor in the whole the total **Sum Insured** in respect of the **Business Interruption Section** of the **Schedule**.

The insurance in respect of Covers 1, 2 and 3 below is only operative where a **Sum Insured** is shown against this cover and stated in **Your Schedule**.

#### 1. **Loss of Gross Income**

The insurance under this item is limited to (a) Loss of **Gross Income** and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- a. in respect of loss of **Gross Income** the amount by which **Gross Income** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Income**
- 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 Income** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of loss of **Gross income** thereby avoided.

Less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Income** as may cease or be reduced in consequence of the **Damage**.

Provided that the amount payable shall be proportionately reduced if the **Sum Insured** in respect of **Gross Income** is less than the Annual **Gross Income** where the **Maximum Indemnity Period** is 12 months or less, or the appropriate multiple of the Annual **Gross Income** where the **Maximum Indemnity Period** exceeds 12 months.

#### 2. **Additional Increased Cost of Working**

The insurance under this item is limited to such further additional expenditure beyond that recoverable under clause (b) of item 1 on **Gross Income** necessarily and reasonably incurred by the **Insured** during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of avoiding or diminishing the reduction in Gross Income.



### 3. Increased Cost of Working Only (Farming Continuation Expenses)

The insurance under this Item is limited to additional cost of working and expenses and the amount payable as indemnity thereunder shall be:

The additional expenditure necessarily and reasonably incurred by **You** during the **Indemnity Period** in order to minimise any interruption or interference with the **Business** in consequence of **Damage**.

Provided that the liability of the **Insurer** shall not exceed more than one third of the **Sum Insured** hereunder in respect of such additional expenditure arising in the first quarter of the **Maximum Indemnity Period** following the date of the **Damage** nor more than an equal proportion of the balance of the **Sum Insured** per month in respect of the additional expenditure in the remainder of the **Maximum Indemnity Period**.

## What is Insured – Events

The following Events are insured only when Specified in **Your Schedule**.

#### 1. **Fire** but excluding **Business** Interruption caused by:

- a. explosion resulting from fire
- b. earthquake or subterranean fire
- c. i. its undergoing any heating process or any process involving the application of heat  
or  
ii. its own spontaneous fermentation or heating.

#### **Lightning**

#### **Explosion**

- i. of boilers used for domestic purposes
- ii. of gas used for domestic purposes

but excluding **Damage** caused by earthquake or subterranean fire.

#### 2. **Explosion** excluding **Business** Interruption:

- a. caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
- b. by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 3. **Aircraft** or other aerial devices or articles dropped therefrom excluding **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 4. **Earthquake**

#### 5. **Subterranean Fire**

#### 6. **Impact by any road vehicle(s)**

#### 7. **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons excluding:

- a. **Damage** arising from confiscation requisition or destruction by order of the government or any public authority
- b. **Damage** arising from cessation of work
- c. as regards **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - i. **Damage** by theft
  - ii. **Damage** in respect of any **Building(s)** which is empty or not in use.

#### 8. **Storm** excluding

- a. **Damage** by:
  - i. the escape of water from the normal confines of any natural or artificial watercourse lake reservoir canal or dam
  - ii. inundation from the sea whether resulting from storm or otherwise.
- b. **Damage** attributable solely to change in the water table level
- c. **Damage** by frost subsidence ground heave or landslip
- d. **Damage** to **Property Insured** other than **Damage** to **Property Insured** Item 1. **Building(s)**, Item. 2. **Farming Machinery and Equipment**, Item 7. **Milking Equipment** and Item 8. **Computerised Milking Equipment at the Premises** insured under Section 1(a) and used in connection with the **Business**
- e. **Damage** to moveable property in the open including walls gates, posts fences and hedges
- f. **Damage** caused by Flooding

## Section 2 – Business Interruption Extensions

#### 1. **Professional Accountants' Clause**

Any particulars or details contained in **Your** books of account or other books or documents which may be required by **Us** under Condition No. 2 (a) of the Claims Conditions for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants if at any time they are regularly acting as such for **You** and their report relates.

**We** will pay to **You** under this **Section** the reasonable charges payable by **You** to **Your** Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by **Us** under the terms of this **Section** and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents provided that the sum of the amount payable under this Extension and that amount otherwise payable under this **Section** shall in no case exceed the total **Sum Insured** by this **Section**.

## 2. Alternative Premises

If during the **Indemnity Period**, goods shall be sold or services shall be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Gross Income** during the **Indemnity Period**.

## 3. Automatic farming continuation expenses for Dairy Enterprises

The following cover enhancement is automatically added to **Your Policy** where the **Section** is operative and in respect of Dairy Farming only in the production of **Milk** activities.

The insurance by this **Section** is extended to include farming continuation expenses in the event of insured **Damage** under **Section 1 (a)** and subject to the provisions in **Section 2** cover 3. **Increased cost of working**.

Provided the liability of the **Insurer** under this Extension shall not exceed

- a. the automatic **Sum Insured** of €10,000
- b. The **Maximum Indemnity Period** shall be 12 months for the purpose of this Extension

Where cover 3. Increased cost of working (farming continuation expenses) is **Insured** specifically under **Your Policy** and noted in **Your Schedule** it is understood that the **Sum Insured** limit shown in **Your Schedule** shall be in addition to the automatic **Sum Insured** limit provided under this Extension.

## Section 2 – Business Interruption Exclusions

1. Any loss **Damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:
  - i. Agricultural Contracting
  - ii. Poultry Rearing
  - iii. Pig Production
  - iv. Equestrian Activities
  - v. Pet/Open Farming Activities

## Section 2: Business Interruption Conditions

### 1. 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.

### 2. Current Cost Accounting

For the purposes of these Definitions, any adjustment implemented in current cost accounting shall be disregarded.

# Section 3 – Employers Liability, Section 4 – Public Liability & Section 5 – Products Liability

## Section Definitions

1. **Bodily Injury** means **Bodily Injury** and includes death disease and illness.
2. **Damage/Damaged** means Loss destruction or **Damage**.
3. **Employee** means any:
  - a. person under a contract of service or apprenticeship with **You**
  - b. person engaged under any training educational or work experience programme
  - c. labour master or labour only sub-contractor or any person employed or supplied by them
  - d. self-employed person
  - e. person hired to or borrowed by **You**
  - f. volunteerwhile working for **You** in the course of the **Business**
4. **Pollution or Contamination** means:
  - a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - b. all **Bodily Injury** or loss of or **Damage** to material property directly or indirectly caused by such pollution or contamination.
5. **Products**  
**Products** shall mean any commodities or goods whether as a unit in whole or in part, as a thing in whole or in part including packaging, containers and labels sold, supplied, manufactured, processed, stored, handled, transported or disposed of by or on **Your** behalf in the course of the **Business**.

## Section 3 – Employers Liability

### Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

### Definitions

1. **Territorial Limits**  
Anywhere within the Republic of Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with **You** provided that the contract of service or apprenticeship was entered into in the Republic of Ireland and the action for damages is brought against **You** in a court of law in the Republic of Ireland or any member country of the EU.

### The Cover

#### What is Insured

**Your** legal liability in respect of a claim for damages for **Bodily Injury** sustained by an **Employee** which arises out of and in the course of his/her employment by **You** in connection with **Your Business**.

**We** will pay, subject to the Limit of Liability:

1. all sums **You** become legally liable to pay for any claim for damages settled or defended with **Our** consent and claimant's costs and expenses
2. all costs and expenses **You** incur with **Our** consent defending any claim for damages
3. solicitor's fees **You** incur with **Our** consent for:
  - a. representation at any Coroner's Inquest or Fatal Accident Enquiry into any death
  - b. defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the **Bodily Injury** is caused

1. during the **Period of Insurance**  
and occurs
2. within the **Territorial Limits**.

## Limit of Indemnity

The most **We** will pay in respect of any one claim against **You** or by **You** or series of claims against **You** or by **You** arising out of one cause shall not exceed the limit stated in the **Schedule**. The amount shall be inclusive of:

1. all legal costs and other expenses incurred by any claimant or claimants
2. all legal costs and other expenses incurred in defending any claim or claims.

Where **We** agree to indemnify more than one party then nothing in this **Policy** shall increase **Our** liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

## Section 3 – Employers Liability Extensions

### 1. Indemnity to Other People

If the following people have a claim made against them for which **You** would be insured by the Employers Liability cover **We** will pay any amounts covered by the **Policy** for which they are legally liable:

- a. any Director or **Employee**
- b. any Principal with whom **You** have entered into a contract or agreement for but only in respect of **Bodily Injury** arising out of the performance of works by **You** in accordance with such a contract or agreement.

Provided that:

- i. **You** request **Us** to do so
- ii. such people keep to the terms, Conditions and limitations of the **Policy**.

### 2. Safety, Health and Welfare at Work Legislation

This **Policy** subject to its terms and limitations extends to indemnify **You** or any Director or **Employee** of **You** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **Our** consent to act for or on behalf of **You** or any Director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act Legislation committed or alleged to have been committed during the **Period of Insurance** including costs of prosecution awarded against such Director or **Employee** or **You** arising from such proceedings provided always that:

- i. this extension shall apply only to proceedings brought in a Court of Law in Republic of Ireland
- ii. **We** will be under no liability:
  - a. where **You** or any Director or **Employee** is insured by any other **Policy**
  - b. where the criminal charge is in respect of any deliberate or intentional criminal act by **You** or any Director or **Employee**
  - c. in respect of legal fees and expenses which **You** or any Director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Director or **Employee**
  - d. in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
  - e. for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
- iii. **You** or any Director or **Employee** shall give to **Us** immediate notice of any summons or other process served upon **You** or any Director or **Employee** and of any event that may give rise to proceedings against **You** or any Director or **Employee**.

The above noted Extensions shall not operate to increase the liability of the Insurer beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy.

## Section 3 – Employers Liability Exclusions

### What is not Insured

The **Insurer** will not indemnify **You** in respect of any liability:

1. for which compulsory Insurance or security is required by any Road Traffic Legislation
2. arising on or out of any offshore installation or support or accommodation vessel for any offshore installation or in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation
3. for work other than agricultural work, or where **Your Business** includes that of Agricultural Contractor, contracting other than of a solely agricultural nature unless otherwise agreed in writing by **Us**
4. to a member of **Your** family or household under the age of 14
5. in respect of claims arising in connection with any **Construction** or **Reconstruction** work on buildings unless **You** have notified **Us** of this work beforehand, **You** give **Us** full details of this work including full details of wages, **We** have agreed to provide cover, in which cover, will be subject to **You** complying with any terms and conditions deemed necessary and imposed by **Us**. For the avoidance of doubt this exclusion does not apply in respect of **Maintenance** and **Repair**
6. arising for any claim for loss or damage to any land, property, building or structure caused by vibration or the removal or weakening of support
7. arising from horse breaking, horse training, riding tuition, livery, stud farming and/or pony trekking
8. arising from or in connection with any hunting dogs, hunting, shooting or any activity connecting to the breeding of hunting dogs or dog kennelling
9. arising directly or indirectly from quarrying or any quarry situated on lands owned or leased by **You** unless **We** are notified and agree to this subject to necessary terms & conditions applying

10. in connection where **Your Business** includes Agricultural Contracting, will not indemnify the **You** against liability arising from, traceable to, or caused by:
- a. lime
  - and/or
  - b. artificial manure
  - and/or
  - c. herbicides
  - and/or
  - d. insecticides
- while being spread and/or sprayed.

## Section 3 – Employer's Liability Conditions

### 1. Premium Adjustment

The premium payable under this **Section** is calculated based on estimates provided by **You** for all wages salaries and other earnings paid to **Employees** during each **Period of Insurance**. In accordance with this Condition **You** shall:

- a. record of the name of every **Employee**, including members of **Your** family engaged in a contract of service with **You**, together with the amount of wages salaries and other earnings paid to each **Employee**
- b. if requested allow **Us** to inspect such records
- c. within 30 days of the expiry of each **Period of Insurance** supply **Us** with a correct declaration of such wages salaries and other earnings paid to **Employees** during the preceding **Period of Insurance** duly certified by **Your** external auditor or accountant. If the amount so paid shall differ from the amount on which the premium has been paid the difference in the premium shall be met by a further proportionate payment to **Us** or by a refund to **You** as the case may be subject to the retention by **Us** of any minimum premium as stated in the **Policy** or endorsed on the **Schedule**.

### 2. Discharge of Liability

**We** may discharge **Our** liability to **You** in respect of any claim by paying to **You** or on **Your** behalf the maximum amount payable in respect of any one claim against **You**, or series of claims against **You**, arising out of one cause and not exceeding the Limit of Indemnity as stated in the **Schedule**.

If **We** opt to discharge **Our** liability in this way and have made previous payments in respect of the claim against **You**, or series of claims against **You**, arising out of one cause **We** will pay the balance of the maximum amount to **You** or on **Your** behalf.

### 3. Chainsaw Condition

It is a condition of the **Policy** that all **Employees** using a chainsaw have completed a certified training course and/or are experienced in the use and operation of such saws. All chainsaws are sharpened in proper working order, operated and maintained in accordance with manufactures guidelines and at minimum incorporate necessary safety features including a chain brake incorporating a front hand guard.

It is a further condition that chainsaw operators wear suitable protective clothing as detailed below:

- a. Feet and Legs: Chainsaw trousers with ballistic nylon or Kevlar incorporated chainsaw boots or wellingtons with steel toecaps and ballistic nylon incorporated.
- b. Hands: Leather chainsaw gloves which incorporate ballistic nylon or Kevlar
- c. Head: Hard hats, goggles and ear defender

## Section 4 – Public Liability

### Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

### Definitions

#### 1. Territorial Limits

anywhere within the limits of the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and including non-manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### The Cover

#### What is Insured

**Your** legal liability for:

- a. accidental **Bodily Injury** to any person
- b. accidental **Damage** to material property
- c. accidental obstruction, accidental trespass, accidental interference with pedestrian, road, rail, air or waterborne traffic.

Occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**.

#### Limit of Indemnity

The most **We** will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event shall not exceed the limit stated in the **Schedule**.

**We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **Our** consent.

## Section 4 – Public Liability Extensions

#### 1. Indemnity to Other People

If the following people have a claim made against them for which **You** would be insured by the Public Liability cover **We** will pay any amounts for which they are legally liable:

- a. any Director or **Employee**
- b. any Officer, Member or **Employee** of **Your** social, sports or welfare organisations or first aid, fire or ambulance service
- c. any Principal with whom **You** have entered into a contract or agreement for but only in respect of **Bodily Injury** or **Damage** arising out of the performance of works by **You** in accordance with such a contract or agreement.

Provided that:

- i. **You** request **Us** to do so
- ii. such people keep to the terms Conditions and limitations of the **Policy**.

#### 2. Safety, Health and Welfare at Work Legislation

This **Policy** subject to its terms and limitations extends to indemnify **You** or any Director or **Employee** of **You** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **Our** consent to act for or on behalf of **You** or any Director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act Legislation committed or alleged to have been committed during the **Period of Insurance** including costs of prosecution awarded against such Director or **Employee** or **You** arising from such proceedings provided always that:

- i. this extension shall apply only to proceedings brought in a Court of Law in Republic of Ireland
- ii. **We** will be under no liability:
  - a. where **You** or any Director or **Employee** is insured by any other **Policy**
  - b. where the criminal charge is in respect of any deliberate or intentional criminal act by **You** or any Director or **Employee**
  - c. in respect of legal fees and expenses which **You** or any Director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Director or **Employee**
  - d. in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
  - e. for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
- iii. **You** or any Director or **Employee** shall give to **Us** immediate notice of any summons or other process served upon **You** or any Director or **Employee** and of any event that may give rise to proceedings against **You** or any Director or **Employee**.

### 3. Personal Liability during visits abroad

We will also cover the personal legal liability of:

- a. You
- b. any Employee or Director
- c. the family of any Employee or Director

while accompanying such a person during temporary visits anywhere in the world in connection with Your Business.

Provided that any person listed above shall keep to the terms, Conditions and limitations of this Policy as they apply to the Public Liability cover.

### 4. Additional Benefit

In addition We will pay solicitors fees incurred with Our consent for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

### 5. Cross Liabilities

Where this Policy is in the joint names of more than one party We will deal with any claim as though a separate Policy had been issued to each of them provided that Our liability for all compensation payable by the parties collectively shall not exceed the Limit of Indemnity including any inner limits set by memorandum or Endorsement specified in the Schedule.

### 6. Environmental Pollution sudden identifiable and unexpected

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. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The most We will pay for all claims arising from pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed the Limit of Indemnity specified in the Schedule of the Policy under which the claim arises.

Important: If You require specific Environmental impairment Liability Insurance cover including gradually occurring incidents please contact Us to request cover and unless stated in Your Schedule Environmental impairment Liability cover does not apply to Your Policy.

The above noted Extensions shall not operate to increase the liability of the Insurer beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy.

## Section 4 – Public Liability Exclusions

### What is not Insured

The Insurer will not indemnify You in respect of any liability:

1. arising in connection with the ownership possession or use of dangerous dogs as specified in the regulations made under the Control of Dogs Act 1986 or any subsequent amending legislation where such ownership possession or use is not in accordance with the provision of such regulations or arising in connection with the ownership of animal(s) which had shown propensity to viciousness or to worry sheep
2. for Damage to property which belongs to You or is held in trust by You or borrowed, rented, leased or hired for use by You this shall not apply to:
  - i. personal property (including vehicles and contents) of visitors, Directors or Employees
  - ii. Building(s) or their contents temporarily occupied by You for the purpose of carrying out work provided that such Building(s) are not owned hired or rented by You or any sub-contractor acting for or on Your behalf
  - iii. Premises rented, hired, leased or lent to You. Unless the liability attaches solely because of a contract or agreement.We will not be liable for the first €625 of such loss or Damage incurred by iii. above.
3. for Damage to that part of any property upon which You or Our servant or agent has been working, where the Damage is a direct result of such work being defective
4. for Damage to property or land or Building or loss caused directly or indirectly by subsidence or collapse or removal or weakening of support
5. arising from the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or mobile plant or trailer whether attached or not attached to a vehicle:
  - i. which is licensed for road use or
  - ii. for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act or
  - iii. which is more specifically insured provided that this shall not apply to:
    - a. the loading and unloading or the bringing to or the taking away of a load from a mechanically propelled vehicles or mobile plant unless more specifically insured
    - b. the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required
    - c. unauthorised movement on Your Premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance is required.
6. arising from the ownership, possession or use by You or on Your behalf of:
  - i. craft designed to travel through air or space
  - ii. hovercraft or watercraft other than non-mechanically powered craft used on inland waterways.
7. arising from the use of power-driven saws other than portable saws designed to work by hand
8. arising from the use of hedge cutters (other than bar type hedge cutters) and saw attachments to tractors for hedge cutting. This Exception shall not apply to liability arising from the use of any such equipment which belongs to and is used by agricultural contractors engaged by You



9. in respect of claims arising in connection with any **Construction** or **Reconstruction** work on buildings unless **You** have notified **Us** of this work beforehand, **You** give **Us** full details of this work including full details of wages, **We** have agreed to provide cover, in which cover will be subject to **You** complying with any terms and conditions deemed necessary and imposed by **Us**. For the avoidance of doubt this exclusion does not apply in respect of **Maintenance** and **Repair**
10. arising for any claim for loss or **Damage** to any land, property, building or structure caused by vibration or the removal or weakening of support
11. arising from Products after they have ceased to be in **Your** custody or control other than food or beverages supplied by **You** in connection with the **Business** for consumption at any **Premises** where **You** are carrying on a **Business** within the **Territorial Limits**
12. arising from tree felling other than the felling of trees for **Your** own use
13. in respect of **Bodily Injury** or disease loss or **Damage** caused by any sub-contractor to the **Insured** or by such sub-contractors employees other than labour only sub-contractors
14. accidental death or accidental **Bodily Injury**, sustained by any **Employee** or Director in the course of his/her employment by **You** in connection with **Your Business** or to any person who is a member of **Your** family or household
15. arising directly or indirectly out of advice designs or specifications provided by **You** for a fee or in circumstances where a fee would normally be charged
16. in respect of liquidated damages, fines penalties, aggravated exemplary or punitive damages
17. which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
18. caused by or arising directly or indirectly from pollution or contamination unless 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**
19. arising from horse breaking, horse training, riding tuition, livery, stud farming and/or pony trekking
20. arising from or in connection with any hunting dogs, hunting, shooting or any activity connecting to the breeding of hunting dogs or dog kennelling
21. arising directly or indirectly from quarrying or any quarry situated on lands owned or leased by **You** unless **We** are notified and agree to this subject to necessary terms & conditions applying
22. arising directly or indirectly from inactive and/or disused quarries unless the quarry is fully fenced to prevent public access
23. in connection where **Your Business** includes Agricultural Contracting, will not indemnify the **You** against liability arising from, traceable to, or caused by:-
  - a. lime  
and/or
  - b. artificial manures  
and/or
  - c. herbicides  
and/or
  - d. insecticides  
and/or
 while being spread and/or sprayed
24. arising directly or indirectly from the ownership or use of aircraft and all forms of drones

## Section 4 – Public Liability Conditions

### 1. Premium Adjustment

The premium payable under this **Section** is calculated based on the total acreage worked by **You** during each **Period of Insurance**. In accordance with this Condition **You** shall, within 30 days of the expiry of each **Period of Insurance**, provide **Us** with an accurate account of all acreage worked by **You** during the preceding **Period of Insurance**.

If the acreage worked differs from the amount on which the premium for that **Period of Insurance** was paid the difference in the premium shall be met by a further payment to **Us** or by a refund to **You** as the case may be but subject to the retention by **Us** of any minimum premium as stated in the **Policy** or endorsed on the **Schedule**.

### 2. Discharge of Liability

**We** may discharge **Our** liability to **You** in respect of any claim by paying to **You** or on **Your** behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If **We** opt to discharge **Our** liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event **We** will pay the balance of the maximum amount to **You** or on **Your** behalf.

**We** will also pay legal costs incurred prior to the date of such payment.

### 3. Stubble Burning Condition

It is a Condition under the **Policy** that prior to the commencement of stubble burning operations carried out by **You** or on **Your** behalf, or under **Your** instruction, a fire break not less than 3 metres in width shall be created enclosing the area or operations and separating it from surrounding walls, gates, fences or other boundaries.

It is a further Condition that **You** shall not commence such operations when wind conditions are such as to cause accelerated fires spread or excessive smoke drift.

## Section 5 – Products Liability

### Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

### Definitions

#### 1. Territorial Limits means

anywhere in the world in respect of **Products** supplied in or from the Republic of Ireland provided always that the action for damages is brought against **You** in a Court of Law in the Republic of Ireland or any member country of the European Union.

### The Cover

#### What is Insured

**Your** legal liability for:

1. accidental **Bodily Injury** to any person
2. accidental **Damage** to material property.

Occurring within the **Territorial Limits** during the currency of the products **Section** and caused by **Products**.

#### Limit of Indemnity

The most **We** will pay unless otherwise stated, for all claims arising from commodities or goods sold, supplied, manufactured, processed, stored, handled, transported or disposed by **You** or on **Your** behalf to any claimant or number of claimants for any one occurrence or all occurrences of a series arising out of one original cause for any one **period of insurance** shall not exceed the limit stated in the **Schedule**.

**We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **Our** consent.

## Section 5 – Products Liability Extensions

#### 1. Indemnity to Other People

If the following people have a claim made against them for which **You** would be insured by the Employers Liability cover **We** will pay any amounts covered by the **Policy** for which they are legally liable:

- a. any Director or **Employee**
- b. any Principal with whom **You** have entered into a contract or agreement for but only in respect of **Bodily Injury** arising out of the performance of works by **You** in accordance with such a contract or agreement

Provided that:

- i. **You** request **Us** to do so
- ii. such people keep to the terms Conditions and limitations of the **Policy**.

#### 2. Cross Liabilities

Where this **Policy** is in the joint names of more than one party **We** will deal with any claim as though a separate **Policy** had been issued to each of them provided that **Our** liability for all compensation payable by the parties collectively shall not exceed the Limit of Indemnity including any inner limits set by Memorandum or **Endorsement** specified in the **Schedule**.

## Section 5 – Products Liability Exclusions

### What is not Insured

**We** will not indemnify **You** in respect of any liability:

1. caused by or arising from repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **Products**
2. arising from any **Products** which at the time of contract of sale or supply are knowingly:
  - i. sold or supplied for use in any aircraft, spacecraft, hovercraft, watercraft or mechanically propelled vehicle
  - ii. exported to the United States of America or Canada
3. arising from any **Products** in **Your** custody or control
4. for accidental death or accidental **Bodily Injury**, sustained by any **Employee** or director in the course of his/her employment by **You** in connection with **Your Business** or to any person who is a member of **Your** family or household
5. arising directly or indirectly out of advice designs or specifications provided by **You** for a fee or in circumstances where a fee would normally be charged
6. in respect of liquidated damages, fines penalties, aggravated exemplary or punitive damages
7. which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
8. for Pollution or contamination unless 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**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The most **We** will pay for all claims arising from pollution or contamination which is deemed to have occurred during the **period of insurance** shall not exceed the Limit of Indemnity specified in the **Schedule** of the **Policy** under which the claim arises.

## Section 5 – Products Liability Condition

### 1. Discharge of Liability

**We** may discharge **Our** liability to **You** in respect of any claim by paying to **You** or on **Your** behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If **We** opt to discharge **Our** liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event **We** will pay the balance of the maximum amount to **You** or on **Your** behalf.

**We** will also pay legal costs incurred prior to the date of such payment.

## Section 6 – Agricultural Motor

### Meaning of words

The **Policy**, the **Schedule** and the Certificate of Motor Insurance and any subsequent Endorsements should be read as if they are one document. Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

### Definitions

#### 1. Insured Vehicle

Is the vehicle in respect of which a Certificate of Motor Insurance specifying the Registration or Serial Number has been issued by **Us**

#### 2. Insured person

- i. **You**
- ii. At **Your** request,
  - a. any principal, director, business partner or employee of **Yours**
  - b. anyone else **You** have given **Us** information about and that **We** have agreed to insure;
  - c. any person who is inside, getting into, or getting out of the **Insured Vehicle**, with **Your** permission
  - d. the owner of a Vehicle on hire or loan or leased to **You**
- iii. anyone who with **Your** Permission is using (but not driving) the **Insured Vehicle** for social, domestic, or leisure purposes provided always that such use is permitted under the terms of the Certificate of Motor Insurance
- iv. any other individual or business that **We** have agreed to cover whose business use is permitted under the terms of the Certificate of Motor Insurance
- v. any person entitled to drive under **Your** Certificate of Motor Insurance except a person in the motor trade driving the **Insured Vehicle** for the purposes of overhaul, upkeep or repair

#### 3. Passenger

Is any person (other than the driver) who is in the **Insured Vehicle** or its attached trailer or attached disabled mechanically propelled vehicle or who is getting into or out of such vehicle or trailer

#### 4. Accessories

Includes all types of vehicle audio, two-way radio and telephone systems

#### 5. Cover

This cover will apply in respect of events occurring in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands during the **Period of Insurance** specified in the **Schedule**.

The **Policy** extends in respect of the use of any **Insured Vehicle** in any other country for which the Commission of the European Union is satisfied arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on insurance of Civil Liabilities arising from the use of motor vehicles (No. 72/166/CEE).

There are three different levels of cover available:

- i. Comprehensive:  
All Sections of Section 6 Agricultural Motor are operative
- ii. Third Party Fire and Theft  
Indemnity provided by Section 6(b) is inoperative except for loss or damage caused directly by fire, self-ignition, lightning, or explosion or by theft or attempted theft
- iii. Third Party Only:  
Section 6(b) is cancelled

The level of cover under the **Policy** is as stated in the **Schedule**.

## Section 6 (a) – Liability to Third Parties

### Sub-Section 1. Indemnity to You

- a. **We** will indemnify **You** against liability at law for damages and claimant's costs and expenses in respect of the death of or bodily injury to any person and damage to property where such death or injury or damage arises out of an accident caused by or in connection with:
  - i. The **Insured Vehicle** (including the loading and/or unloading of such vehicle)
  - ii. A trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by the **Insured Vehicle**

The liability of the **Insurer** in respect of damage to property shall not exceed the Third-Party **Property Damage** Limit stated in the **Schedule**, in respect of any one accident or series of accidents arising out of one event.

- b. **We** will pay all legal costs incurred with **Your** written consent in connection with any claim covered by this **Section**
- c. In respect of any event which may be the subject of indemnity under this **Section We** will also pay:
  - i. The solicitors' fees incurred with **Our** written consent for representation at any coroner's inquest/fatal inquiry or Court of Summary Jurisdiction
  - ii. The legal costs of defence against a charge of manslaughter or causing death by reckless driving subject to a limit of €2,600 in respect of any one charge

#### **Sub-Section 2. Indemnity to other Persons**

Subject to the terms and limitations of this **Section We** will also indemnify:

- a. If the effective **Certificate of Insurance** permits the driving of a vehicle described in the **Schedule** by a person other than **You**, **We** will also indemnify any person who is entitled by this **Policy** to drive the **Insured Vehicle** and who is driving on the order or with the permission of **You** except a person in the Motor Trade driving the **Insured Vehicle** for purposes necessitated by the overhaul, upkeep and/or repair of the vehicle
- b. In the event of the death of any person entitled to indemnity under this **Policy** their legal personal representatives.

Provided always that:

- i. The liability of the **Insurer** is not increased thereby
- ii. Such legal representatives shall, as though they were the **Insured**, observe, fulfil and be subject to the terms, limitations, Exclusions and Conditions of this **Policy** so far as they can apply

Provided that the person or firm claiming indemnity under sub – **Section 2**:

- a. Is not entitled to indemnity under any other **Policy**
- b. Hold a licence to drive the **Insured Vehicle** or has held and is not disqualified from holding or obtaining such a licence
- c. Shall as though he were **You** observe fulfil and be subject to the terms, limitations, Exclusions and Conditions of this **Policy** in so far as they can apply.

#### **Limits of Indemnity**

In the case of any event involving indemnity to more than one person any limitation by the terms of this **Policy** and/or of any **Endorsement** thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to **You**.

## **Section 6(a) – Liability to Third Parties Extensions**

#### **Trailers**

The Insurance by Section 6 (a) of this **Policy** shall extend to any trailer (which term shall include any agricultural implement or machine) used as mentioned in the 'Limitations as to Use' in the effective **Certificate of Insurance** while connected by any means whatsoever to any vehicle described in the **Schedule** for the purpose of being operated or drawn.

Provided that the reference to 'any vehicle described in the **Schedule** hereto' in the clause of this **Policy** headed 'Section 6 (a) – Liability to Third Parties Excepted Persons' shall be deemed to include any trailer to which this **Endorsement** applies.

#### **Indemnity to the hirer**

It is hereby declared and agreed by **Us** that **We** will indemnify any person against loss **Damage** and liability as defined in this **Policy** arising in connection with any vehicle described in the **Schedule** while such vehicle is lent or let on hire to any such persons provided that such person or firm is named in the **Section** headed 'Persons or Classes of Persons whose liability is covered' in the effective **Certificate of Insurance** and that such person shall as though he were **You** observe fulfil and be subject to the terms Conditions and limitations of this **Policy** in so far as they can apply.

#### **Personal Liability of Passengers**

**We** will at **Your** request indemnify in terms of Section 6(a) of this **Policy Passenger** mounting into, dismounting from, or travelling in any **Insured Vehicle** provided that the **Passenger**:

- i. is not driving the **Insured Vehicle** or in charge of the **Insured Vehicle** for the purpose of driving
- ii. is not entitled to indemnity under any other **Policy**
- iii. observes, fulfils and is subject to the terms, exceptions and conditions of the **Policy**, in so far as they can apply

Exceptions

**We** shall not be liable for:

- a. death or **Bodily Injury** to
  - i. **You**
  - ii. any person driving the **Insured Vehicle** or in charge of the **Insured Vehicle** for the purpose of driving
  - iii. any person in the employment of the **Passenger** where the personal injury arises out of and in the course of the employment
- b. **Damage** to property
  - i. owned by or in the possession, custody or control of **You** or the **Passenger**
  - ii. in or on the **Insured Vehicle** or trailer

#### **Indemnity to Principals**

It is hereby declared and agreed that in terms of and subject to the limitations of the indemnity which is granted by this **Policy** to **You** in connection with any **Insured Vehicle We** will indemnify any principal but only in respect of the negligence of **You** or any of **Your** employees.

Provided that:

- a. such person is not entitled to indemnity under any other **Policy**
- b. their driving is permitted by the terms of the Certificate of Motor Insurance
- c. such person shall as though he were the **Insured** observe fulfil and be subject to the terms exceptions and conditions of this **Policy** in so far as they can apply.

Subject otherwise to the terms exceptions and conditions of this **Policy**

## Section 6 (a) – Liability to Third Parties Exclusions

Except so far as is necessary to meet the requirements of the road Traffic Acts Legislation **We will** not be liable for:

- a. death or **Bodily Injury** to:
  - i. any person driving the **Insured Vehicle** or in charge of the **Insured Vehicle** for the purpose of driving.
  - ii. any **Passenger** being accommodated in or on the **Insured Vehicle**. (Except so far as is necessary to meet the requirements of the Road Traffic Acts) in respect of personal injury to any person which is sustained while that person is in or on any part of the **Insured Vehicle**
  - iii. to any person (including any passenger) while in or on any trailer covered by this **Policy**, whether coupled to the **Insured Vehicle** or otherwise
- b. death or **Bodily Injury** to any person or **Damage** to property caused or arising beyond the limits of any road carriageway or thoroughfare in connection with:
  - i. the bringing of the load to any **Insured Vehicle** for loading or
  - ii. the taking away of the load from any **Insured Vehicle** after unloading by any person other than the driver or attendant of the **Insured Vehicle**.
- c. **Damage** to property:
  - i. owned by or in the possession, custody or control of **You**
  - ii. in or on the **Insured Vehicle** or trailer.

References in Paragraphs (a) and (c) hereof to injury sustained while in or on the **Insured Vehicle** include injury sustained while entering getting on to being put into or on or alighting from or being taken out of or off such vehicle and injury caused by being thrown out of or off such vehicle.

- d. Any person claiming in respect of injury to any weighbridge or to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any vehicle described in the **Schedule** hereto.

References in the above Paragraphs (a) to (d) inclusive to any vehicle described in the **Schedule** hereto shall be deemed to include any vehicle connected by any means whatsoever to any such vehicle.

- e. In respect of **Damage** to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section
- f. In respect of loss of or **Damage** to the **Insured Vehicle** or any vehicle being driven by **You**
- g. In respect of the death of or **Bodily Injury** to any person (employed by the person claiming to be indemnified under this **Policy**) arising out of and in the course of such person's employment except so far as is necessary to meet the requirements of the Road Traffic Acts
- h. In respect of loss of or **Damage** to any trailer or disabled mechanically propelled vehicle, covered by this **Policy** or to any property carried in or on such trailer, disabled mechanically propelled vehicle or the **Insured Vehicle**
- i. Under Sub Section No.1 "Indemnity to **You**" and Sub Section No.2 "Indemnity to other persons" for more than the Third Party **Property Damage** Limit stated in the **Schedule**, in respect of **Damage** to property arising out of any one accident or series of accidents arising out of one event
- j. In respect of the death of or **Bodily Injury** to any person or **Damage** to property directly or indirectly caused by or arising from:
  - i. seepage contamination or pollution of any kind by the **Insured Vehicle** or it's load
  - ii. application of chemicals or chemical fertilisers to land or vegetation
  - iii. treatment commodities or services provided or supplied at or from the **Insured Vehicle**
- k. while any **Insured Vehicle** or plant forming part of or attached to the vehicle is designed to operate or work as a tool of trade
- l. while any **Insured Vehicle** or any plant forming part of such vehicle or attached to the vehicle whilst being operated as a tool **Damage** to property directly or indirectly caused by or arising from:
  - i. subsidence flooding or water pollution
  - ii. **Damage** to pipes or cables.

and subject otherwise to the terms Conditions and limitations of this **Policy**

## Section 6 (b) – Loss or Damage to the Insured Vehicle

1. **We will indemnify You** against loss of or **Damage** (including **Damage** by frost) to the **Insured Vehicle** and/or its **Accessories** subject to **Loss** or **Damage to Insured Vehicle** Exclusion (m) on Page 36 and spare parts while thereon.

The **Insurer's** liability under this Section shall not however exceed the market value of the **Insured Vehicle** immediately before the loss of or **Damage** to the **Insured Vehicle** or the insured's estimate of the value of the **Insured Vehicle** (as last advised to the **Insurer**), whichever is the less.
2. **Hire Purchase and Leasing Agreements**

If to the knowledge of the **Insurer** the **Insured Vehicle** is the subject of a hire purchase or leasing agreement any payment for loss of or **Damage** to the **Insured Vehicle** which is not made good by repair, reinstatement or replacement may at the discretion of the **Insurer** be made to the owner whose receipt shall be a full and final discharge of the insurer's liability
3. **Repairs to the Insured Vehicle**

Reasonable and necessary repairs may be authorised by the **Insured** without previously obtaining the consent of the **Insurer** provided that:

  - a. notification (in accordance with Condition No. 1 'Claims' on Page 38) is given to the **Insurer** without delay

and

  - b. a detailed estimate of the cost of repairs is sent to the **Insurer** as soon as possible.
4. **Recovery and Re-delivery**

In connection with any claim covered by this Section, the **Insurer** will also pay the reasonable cost (up to a maximum cost of €200, inclusive of VAT) of removing the **Insured Vehicle** to the premises of the nearest competent repairer and re-delivering the **Insured Vehicle** from such premises after repair.

## Section 6 (b) – Loss or Damage to the Insured Vehicle Exclusions

We shall not be liable to pay for:

- a. loss of use
- b. depreciation
- c. wear and tear
- d. mechanical, electrical, electronic or computer breakage failure or breakdown
- e. damage to tyres by application of brakes or by road punctures cuts or bursts
- f. loss or damage caused by explosion of the boiler of such vehicle
- g. loss or damage arising during (unless it be proved by **You** that the loss or damage was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion
- h. loss of, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- i. any reduction in the market value of the **Insured Vehicle** as a result of repairs to the **Insured Vehicle**
- j. the VAT (value added tax) on any repair or replacement to the **Insured Vehicle**, if the **Insured** is registered for VAT
- k. should any part or accessory of the **Insured Vehicle** become obsolete or unattainable from the makers, the most **We** will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory
- l. the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer's European representatives
- m. any modification to the **Insured Vehicle**, unless they form part of the manufacturer's standard specification or are optional extras that **We** have agreed to cover in writing
- n. any vehicle storage costs, unless explicitly agreed by **Us** in writing
- o. loss of or damage to the **Insured Vehicle** caused by deception by a purported purchaser or his/her agent where a contract of sale has or is purported to have been concluded
- p. loss of or damage to any property being carried in or on any trailer, disabled mechanically propelled vehicle or the **Insured Vehicle**
- q. any amount in respect of loss of or damage to an accessory (which is other than as provided for in the manufacturers specification) in excess of 10% of the current estimated value of the vehicle at the time of loss or €2,000 whichever is the less
- r. loss or damage by theft or attempted theft while the keys are in or on the **Insured Vehicle**
- s. theft and/or unauthorised taking of the **Insured Vehicle** by any employee, member of **Your** family or household, unless **You** can provide **Us** with written confirmation that **You** have instructed the Gardai or local police (if abroad) to proceed with prosecution for such a theft
- t. loss or damage to the **Insured Vehicle** as a result of the use of substandard or contaminated fuel, lubricant or parts
- u. more than €260 for windscreen breakage in respect of any one incident for accidental damage of the windscreen or in the windows if our approved repairer is not used unless we agree in advance of repairs and authorise payment.

Windows are deemed to include the front, back and side windows but exclude sunroofs, panoramic roofs, mirrors and lights. The Farm No Claim Discount will not be disallowed as a result of any claim for Glass Breakage.

The above limit and **Insurer** notification requirement do not apply if the vehicle is taken to and repaired by one of the insurer's Approved Windscreen Replacement Agents. **You** should contact the 24-Hour Emergency Helpline 0818 208 408.

In addition to the above the **Insurer** shall not be liable for:

- i. any scratching of the bodywork resulting solely and directly from such breakage
- ii. any part or accessory of the **Insured Vehicle** that may become obsolete or unattainable from the makers, the most the **Insurer** will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory
- iii. the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer's European representatives
- iv. any modification to the **Insured Vehicle**, unless they form part of the manufacturer's standard specification or are optional extras that the **Insurer** has agreed to cover in writing
- v. loss or damage caused by any deliberate act of the **Insured**

## Section 6 (b) – Loss or Damage Conditions

### 1. Reinstatement

We may at **Our** own option repair reinstate or replace such **Insured Vehicle** or any part thereof and/or its **Accessories** and spare parts or may pay in cash the amount of the loss or damage. If to **Our** knowledge the **Insured Vehicle** is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to **Us** in respect of such loss or damage. The maximum amount payable by **Us** in respect of any claim for such loss or damage shall be the market value of the **Insured Vehicle** immediately prior to such loss or damage not exceeding **Your** estimated value recorded in **Our** books. If such vehicle is disabled by reason of such loss or damage **We** will bear the reasonable cost of protection and removal to the nearest repairers. **We** will also pay the reasonable cost of delivery to **You** after repair of any loss or damage insured under the **Policy** not exceeding the reasonable cost of transport to the address of **You** within the **Territorial Limits**.

### 2. Combine Harvester Battery Condition

It is a condition precedent to any liability of the **Insurer** for loss or damage when the **Insured Vehicle** (combine harvester) is not in use, that **You** must disconnect the combine vehicle battery when the vehicle is not in operation.



## Section 6 – General Agricultural Motor Extensions

### 1. Foreign Travel Cover

Notwithstanding anything contained herein to the contrary this **Policy** is extended in respect of the use of any vehicle insured thereby in any country which is a member of the European Union and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

### 2. Fire Brigade Charges

In respect of any event which may be the subject of indemnity under this **Policy** **We** will also pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 subject to a limit of €3000 in respect of any one incident subject otherwise to the terms, Conditions and limitations of this **Section** of the **Policy**

### 3. Trailers

The cover applicable to the **Insured Vehicle** applies to any trailer in **Your** care custody or control declared to **Us** by identification mark as if it was an **Insured Vehicle** while attached to or detached from the **Insured Vehicle** and not attached to any other motor vehicle.

In addition Section 6 (a) Liability to Third Parties will apply to any trailer in **Your** care custody or control but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation.

**We** will not be liable for:

- a. any liability if a trailer is being towed otherwise than in accordance with the law
- b. damage to property being carried in or on a trailer

## Section 6 – General Agricultural Motor Exclusions

**We** shall not be liable:

1. In respect of
  - a. any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by **You** by special contract
  - b. any loss damage liability and/or injury arising out of any event occurring or claim arising while the **Insured Vehicle** is being used or driven:
    - i. for the purpose of being driven by or in the charge of any person not authorized by the **Certificate of Insurance**
    - ii. for any purpose not permitted by the **Certificate of Insurance**
    - iii. is overloaded with passengers or goods
    - iv. to the knowledge of the **Insured** in an unsafe or unroadworthy condition
    - v. unless the person driving holds a licence to drive the **Insured Vehicle** or has held and is not disqualified from holding or obtaining such a licence
    - vi. If, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the **Insured Vehicle** unless the person driving has held and is not disqualified from holding or obtaining such a licence
2. In respect of:
  - a. any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection or Military or usurped power
  - b. any accident injury loss or damage (except that which is covered under Section 1 'Liability to Third Parties') arising during or in consequence of:
    - i. earthquake
    - ii. riot or civil commotion
  - c. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
  - d. death or **Bodily Injury** to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under Section 6 (a) of this **Policy**.
3. In respect of:
  - i. loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - ii. any legal liability of whatever nature directly or indirectly caused by or contributed to by or arising from:
    - a. ionising radiations or contamination by radioactivity from any irradiated 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.
4. For any accident injury **Damage** loss (including consequential loss) or any liability of whatsoever nature while the **Insured Vehicle** is in or on that part of an aerodrome airport airfield or military base provided for:
  - a. the takeoff or landing of aircraft and for the movement of aircraft on the surface
  - b. aircraft parking aprons including associated service roads refuelling areas and ground equipment parking areas.
5. In respect of:
  - a. for any loss, damage, cost or expense of whatsoever nature (except that which is covered under Section 1 'Liability to Third Parties'), directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- b. for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the **Insurer** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.
- 6. for any loss or damage to any **Insured Vehicle** provided under Section 6 (b) 'Loss of or **Damage** to the **Insured Vehicle**', if **You** the **Insured** or any insured driver are subsequently convicted of, or during such time that there is a prosecution pending, for driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation.

In addition, if following a road traffic accident **You** or any insured driver are convicted of driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation the **Insurer** will be entitled to recover all monies paid in respect of any loss or claim arising from the road traffic accident from **You**, the **Insured**.

## Section 6 – Agricultural Motor Conditions

### 1. Claims

- a. In the event of any accident injury loss or damage likely to give rise to a claim under this **Section** **You** must:
  - i. Immediately notify **Us** and provide all information and assistance that **We** may require
  - ii. send **Us** any letter, claim writ summons or legal process as soon as it is received
  - iii. notify **Us** in writing as soon as **You** become aware of any impending prosecution or coroners inquest involving any person entitled to be indemnified under this **Section** of the **Policy**.
- b. Further:
  - i. The **Insured Person** (or the **Insured Person's** agent) shall not make any admission of liability or offer or promise of payment but shall permit **Us** to have the sole conduct of all negotiations or legal proceedings.
  - ii. Subject to General Condition 19 of this **Policy**, **We** shall be entitled to use the name of the **Insured Person** for the purpose of resisting or enforcing any claim. The **Insured Person** shall give **Us** all reasonable assistance in connection therewith, to include the **Insured Person** cooperating with **Us** in the investigation of insured events (including by responding to reasonable requests for information in an honest and reasonably careful manner) and shall act in all cases in **Our** best interests.
  - iii. While **We** have the right to make the final determination in relation to coverage or handling of the whole or part of any claim, **We** will engage with the **Insured Person** during **Our** investigation of the claim and give the **Insured Person** the opportunity to submit to **Us**, any relevant evidence which could inform **Our** determination as regards the claim. However, **We** shall have full power to settle any claim or part thereof and in the event of any dispute between **Us** and the **Insured Person** such settlement shall have the effect for all purposes as if it were made with the concurrence of the **Insured Person** notwithstanding that such settlement may be made without admission of liability.
- c. In the event of any one claim or series of claims arising out of any one event in respect of **Damage** to property, **We** may at any time pay to **You** the amount of the indemnity provided by this **Policy** (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and from the date such payment is made, **We** shall relinquish control of the negotiations and legal proceedings in connection with such claim or claims. From the date of such payment **We** shall have no further liability in connection with such claim or claims other than the costs and expenses incurred with **Your** written consent prior to the date of such payment.

### 2. Other Insurances

If any claim covered by this **Section** of the **Policy** is also covered by any other **Policy** of insurance whether effected by the **You** or not **We** shall not be liable to pay more than a rateable proportion provided always that nothing in this Condition shall impose on **Us** any liability from which **We** would have been relieved by proviso (a) and (b) of Sub-Section (2) of Section 6 (a) 'Liability to Third Parties' but for the terms of this Condition.

### 3. Care of Vehicle

**You** shall take all reasonable steps to safeguard the **Insured Vehicle** against loss **damage**, breakdown and prevent injuries. **You** should ensure that the keys are not left in or on the **Insured Vehicle** while unattended or leave the **Insured Vehicle** unlocked.

Maintain the **Insured Vehicle** in an efficient and roadworthy condition. The **Insured** must ensure that the **Insured Vehicle** has a valid NCT or CRW certificate and fit tyres appropriate to the **Insured Vehicle**, and ensure tread depths comply with the legal limit.

**You** shall also allow the **Our** authorised representative to inspect **Your** Vehicle at any time.

If condition 3. "Care of Vehicle" is not complied with, the **Insurer** reserve the right not to pay a claim or if, by law, the **Insurer** is obliged to meet a claim, then we reserve the right to seek recovery of the payment from the **Insured**.

### 4. Fraudulent claims

If a claim contains information that is false or misleading in any material respect and **You** or the **Insured Person** (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim") **We** shall be entitled to:

- a. refuse to pay the claim; and
- b. terminate the **Policy** by written notice in which case cover under the **Policy** shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **We** shall refuse all liability to **You** and/or the **Insured Person** (as the case may be) under the **Policy** in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **We** need not return any of the premiums paid under the **Policy**.

### 5. Laws relating to Compulsory Motor Insurance

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which **You** are covered by this **Policy**, **We** are required by law to pay a claim which **We** would not otherwise be obliged to pay under the terms of this **Policy**, **We** shall pay such claim but shall be entitled to recover from **You** or the **Insured Person** (as the case may be) all sums paid by **Us**.

# Section 7 – Farm Personal Accident

## Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

## Definitions

- 1. Insured Person or insured people**  
**You**, **Your** spouse or partner and **Your** children up to the age of 16 (or up to the age of 18 if in full time education), or Other Persons, named in the **Schedule**.
- 2. Bodily Injury**  
Injury resulting solely and directly from an accident caused by external violent and visible means.
- 3. Usual Occupation**  
The tasks, duties and other functions, which **You** normally undertake or pay an **Insured Person** to perform in connection with **Your Business** as defined in the **Schedule**.
- 4. Territorial Limits**
  - i. The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
  - ii. The rest of the world for the purposes of travel only.
- 5. Loss of limb**  
Total loss by physical separation at or above the wrist or ankle, or permanent total loss of use of an entire hand, arm, foot or leg.
- 6. Loss of sight**  
Total and irrecoverable loss of all sight in one or both eyes.
- 7. Permanent Total Disability**  
Any permanent disablement which 52 weeks after the injury has no reasonable prospect of improving, and is proved to **Our** satisfaction to be permanent and results in an inability of an **Insured Person** to attend and engage in:
  - i. any **Usual Occupation**, business, occupation, profession or gainful employment
  - ii. any schooling, full-time education, business, profession, or occupation of each and every kind for the remainder of their life if the **Insured Person** is under 16 years of age (or under 18 years of age if in full time education).
- 8. Temporary Total Disability**  
Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.
- 9. Temporary Partial Disability**  
Disablement which prevents the **Insured Person** from performing more than 50% of the functions of their **Usual Occupation**.

## The Cover

In the event of **Bodily Injury** sustained by an **Insured Person** as stated in the **Schedule** within the **Territorial Limits** during the **Period of Insurance** **We** will pay the amount shown in the Table of Benefits below to the **Insured Person** (or his or her legal representative in the event of death) or additional benefits (extra units purchased) as specified in the **Schedule**.

## Table of Benefits

Refer to **Your Schedule** for number of units applicable for **Insured Person(s)**.

Cover	Adult Benefits (max purchase up to 7 units or as specified in Your Schedule)	Child up to 16 years of age (or 18 years of age if in full time education) Benefits (max purchase up to 2 units)
<b>Bodily Injury as a direct result of:</b>	<b>Standard Unit of Benefit</b>	<b>Standard Unit of Benefit</b>
A. Death	€20,000	€10,000
B. Loss of one or more limbs	€20,000	€10,000
C. Loss of sight	€20,000	€10,000
D. Permanent total disability	€20,000	€10,000
E. Temporary total disability	€150 per week	n/a
F. Temporary partial disability	€75 per week	n/a

## Section 7 – Farm Personal Accident Extensions

### 1. Medical Expenses

Where weekly benefit is payable in respect of any claim under this **Policy** **We** will, in addition, pay the medical charges incurred (unless these charges are recoverable from some other source) by the **Insured Person** in connection with the accident for which such claim is made up to 15% of the amount of such weekly benefit unless otherwise stated.

### 2. Disappearance

Death of any **Insured Person** shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed the **Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during **Period of Insurance** resulting in their Death, the disappearance of such **Insured Person** shall be deemed to constitute Death by accident under Benefit A. Death for the purposes of this **Policy**.

In the event of the **Insured Person's** subsequent re-appearance after payment of compensation under Benefit A. Death in the Table of Benefits the beneficiary thereof will repay and refund such amount to the **Insurer** in full.

## Section 7 – Farm Personal Accident Exclusions

### What we will not pay

1. Section 7: Farm Personal Accident does not apply to death injury loss or disablement caused by:
  - a. prolonged or complicated by any pre-existing physical weakness defect or disease or by any injury sustained prior to that in respect of which a claim is made hereunder
  - b. the **Insured Person** motor-cycling (whether as a driver or passenger), hunting, horse racing, horse breaking, mountaineering, rock climbing, racing (other than on foot), playing hurling, Gaelic games and football (of any kind), ice-hockey or polo, skiing, tobogganing, parachuting, bungee-jumping, hang-gliding, waterskiing, skin-diving, sky diving, pot-holing, playing any sport professionally, or using power-driven woodworking machinery except portable tools applied by hand and used for private use only
  - c. the **Insured Person** working as a professional entertainer, bus, coach or heavy lorry driver, window cleaner, removal contractor, demolition worker, steel erector, oil rig worker, trawlerman, diver, miner, quarryman, or on duty as a member of the Merchant Navy or Fire Brigade
  - d. membership of the Defence Force or Gardaí
  - e. the **Insured Person Working at Heights** in excess of 15 meters or depths 5 meters below ground level
  - f. the **Insured Person** engaging in any form of aerial flight or attempted flight other than as a passenger in a fully licensed passenger carrying aircraft and not for the purpose of undertaking any trade, technical, or sporting activity in or on such aircraft
  - g. Physical injury caused by an **Insured Person** being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury or self-exposure to unnecessary danger, being or having been pregnant, or taking part in riot, or civil, labour or political disturbance.
2. Cover for medical or surgical treatment is only payable where valid claim under Cover Benefit E or F has also been admitted by us.
3. Cover reduces to Benefit A & E only on an **Insured Person's** 70th birthday. Cover does not apply to any **Insured Person** who is aged 72 or over.
4. Cover under this **Section** for any **Bodily Injury** arising out of or in connection with any profession business or occupation other than the **Business** as defined in **Your Schedule**, unless agreed by **Us** and stated in the **Schedule**.

## Section 7 – Farm Personal Accident Conditions

1. **You** must notify **Us** as soon as reasonably possible, and always within 30 days, of an accident likely to cause a claim.  
**We** shall be entitled to call for:
  - i. an examination by a medical referee appointed by **Us** for a non-fatal injury
  - ii. a post-mortem examination if death occurs.
2. No benefit shall be payable under items E and F in the Table of Benefits:
  - a. Until the total amount has been ascertained and agreed by **Us**
  - b. unless the **Bodily Injury** requires treatment by a duly registered medical practitioner, nor in respect of any period of disablement which is not certified by such a medical practitioner
  - c. in respect of any accident for more than 104 weeks from commencement of the disablement as certified by a fully qualified medical practitioner
  - d. in respect of the first week of disablement.
3. The weekly benefit in respect of Item E cannot exceed the **Insured Person's** weekly income and evidence (copy of notice of assessment) of the **Insured Person's** income over the preceding 12 months is required.
4. Benefits shall not be payable under more than one Benefit item in respect of the same **Bodily Injury**. Any sums payable under items E and F shall be deducted from any sums subsequently payable under Benefit items A to D in respect of the same **Bodily Injury**, the **Insurer** being liable only for the balance.
5. The total sum payable under this **Policy** in respect of any one or more accidents occurring during the **Period of Insurance** shall not exceed in all, the largest **Sum Insured** as under any one of the items A to D, unless otherwise shown in the **Schedule**.
6. After an **Insured Person** incurs any **Bodily Injury** resulting in a claim under any of the Benefit items A to D no further liability (in respect of that person) shall attach to the **Insurer** to make any payment under this **Section** of the **Policy**.

# Section 8 – Farm Home Insurance

## Meaning of Words

Certain words have special meanings and are defined in the General Definitions page. To help **You** identify these words **We** have printed them in title case and bold throughout.

Other words with special meanings in this **Section** are defined below and are printed in title case and bold throughout.

**1. Bodily Injury**

Death, injury, illness or disease.

**2. Buildings**

The **Home**, landlord's fixtures and fittings on or in the **Home**, walls, gates, fences, hedges, terraces, patios, drives, paths, private wells, fixed solar panels, domestic fuel tanks, tennis hard courts and swimming pools, all at the situation of the **Premises** shown in the **Schedule**.

**3. Contents**

**Household** goods, personal belongings (including **Valuable Property**), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650), home office equipment (that is personal office equipment and furniture, up to €4,000) all on or in the **Home**, all belonging to or the legal responsibility of **You** or a member of **Your Household**.

The following property is not included as **Contents**:

- a. motor vehicles including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers), caravans, trailers, aircraft, all forms of drones, watercraft, hovercraft, or parts or accessories normally on or in any of them
- b. landlord's fixtures and fittings
- c. any living creature
- d. property owned or held in trust in connection with any business, profession or trade
- e. **Money** of any kind
- f. deeds (except as provided under paragraph 21.), bonds, bills of exchange, securities, documents, manuscripts
- g. property more specifically insured or any amount that **You** cannot recover from a more specific insurance because **We** refuse or reduce the claim, or the **Sum Insured** is inadequate on a specified item.

**4. Credit Cards**

Credit, cheque, bankers or cash dispensing cards.

**5. Family**

**Your** relatives (including **Your** partner and all children) who normally live in the **Home**.

**6. Flood**

- a. the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam,

or

- b. inundation from the sea

whether resulting from storm or otherwise.

**7. Ground Heave**

The upwards expansion of the ground resulting in damage to the building foundations.

**8. Home**

The private dwelling, garage and outbuildings used for domestic purposes only, all at the situation of the **Premises** shown in the **Schedule**.

**9. Household**

**Your Family** and domestic staff permanently living in the **Home**.

**10. Money**

Cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

**11. Premises**

The **Buildings** and the land within the boundaries belonging to them not exceeding two acres in area used for domestic purposes only.

**12. Settlement**

The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.

**13. Subsidence**

The downward movement within the ground independent of the building load.

**14. Unfurnished**

Without sufficient furniture and furnishings for normal living purposes.

**15. Unoccupied**

Not permanently lived in by **You** or by a person authorised by **You**.

**16. Valuable Property**

Jewellery, items of gold, silver or other precious metals, crystal, china, delph, porcelain, photographic equipment, sports equipment, pedal cycles, binoculars, watches, sports equipment, paintings, works of art, curios, antiques, furs, musical instruments, televisions, or any other electronic devices or equipment. The most **We** will pay is one third of the **Sum Insured** by Section 8 (b) – **Contents**, but not more than €4,000 for any one article, set or collection.

## Section 8 (a) – Buildings

### Meaning of Words

Words with special meanings in this **Section** are defined on Page 41.

### The Cover

What is insured	What is not insured
The Buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.	
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"><li>agricultural or industrial operations, any gradually operating cause, or smog.</li></ul> The first €250 of each incident of loss or damage.
2. Storm or <b>Flood</b> .	Loss or damage: <ul style="list-style-type: none"><li>caused by frost, Subsidence, Ground Heave or landslip other than as provided for in Section 8(a), Paragraph 3 below</li><li>to gates, fences or hedges</li><li>due to wear and tear or gradual deterioration.</li></ul> <b>We</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>Buildings</b> . The first €250 of each incident of loss or damage.
3. <b>Subsidence</b> or <b>Ground Heave</b> of the site on which the <b>Buildings</b> stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or damage: <ul style="list-style-type: none"><li>caused by <b>Settlement</b> due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations, faulty workmanship or the use of faulty materials</li><li>caused by building on made-up ground or filled-in land,</li><li>to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts unless liability is admitted under the <b>Policy</b> for loss or damage to the <b>Home</b> from the same cause occurring at the same time</li><li>to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause</li><li>associated with such causes arising prior to payment of premiums for the <b>Period of Insurance</b> in which a claim may arise. Loss or damage if any part of the <b>Buildings</b> suffered previous loss or damage by <b>Subsidence, Ground Heave</b> or landslip unless same has been disclosed to and accepted by <b>Us</b>.</li></ul> The first €2,500 of each incident of loss or damage.
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"><li>while any part of the <b>Home</b> is lent, let or sub-let, unless entry to or exit from the <b>Home</b> is made using violence and force</li><li>caused after the <b>Home</b> is left <b>Unfurnished</b> or</li><li><b>Unoccupied</b> for more than 30 consecutive days</li><li>caused by a member of the <b>Household</b> other than domestic staff.</li></ul> The first €250 of each incident of loss or damage.
5. Riot, civil, labour or political disturbance.	The first €250 of each incident of loss or damage.
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"><li>by someone lawfully on the <b>Premises</b>,</li><li>after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li></ul> The first €250 of each incident of loss or damage.



What is insured	What is not insured
7. Escape of water from or the bursting of any fixed domestic water or heating installation. <b>We</b> will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: <ul style="list-style-type: none"> <li>caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days</li> <li>to any fixed domestic water installation, heating installation or appliance from which the water escapes</li> <li>to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units</li> <li>due to wear and tear, rust, or gradual deterioration</li> </ul> The first €500 of each incident of loss or damage
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> <li>caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days</li> <li>to any fixed domestic heating installation from which the oil escapes due to wear and tear, rust, or gradual deterioration</li> <li>due to wear and tear, rust, or gradual deterioration</li> </ul> The first €500 of each incident of loss or damage
9. Collision with the <b>Buildings</b> , by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by your pets The first €250 of each incident of loss or damage.
10. Falling trees or branches.	<ul style="list-style-type: none"> <li>Loss or damage to gates, fences or hedges.</li> <li><b>Damage</b> caused by felling or lopping of trees.</li> <li><b>We</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>Buildings</b>.</li> </ul> The first €250 of each incident of loss or damage.
11. Falling aerials, aerial fittings, satellite dishes or masts.	Loss or damage to aerials and masts over 8 meters in height or dishes over 1 meter in diameter. The first €250 of each incident of loss or damage.
12. Breakage of fixed glass and sanitary ware. Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the <b>Home</b> .	Loss or damage caused: <ul style="list-style-type: none"> <li>after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days</li> <li>by vandals or malicious people lawfully on the <b>Premises</b>.</li> </ul> The first €250 of each incident of loss or damage.
13. Service pipes and cables. Accidental damage to cables, underground pipes or underground tanks servicing the <b>Home</b> .	<ul style="list-style-type: none"> <li>Loss or damage due to wear and tear, rust or gradual deterioration.</li> </ul> The first €250 of each incident of loss or damage; or: the first €2,500 of each incident of loss or damage which results in <b>Subsidence</b> or <b>Ground Heave</b> to the <b>Buildings</b> which is a direct consequence of the accidental damage to cables, underground pipes or underground tanks servicing the <b>Home</b> .
14. Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the main sewer and the <b>Home</b> following the blockage of the pipe. The most <b>We</b> will pay is €1500.	The first €250 of each incident of loss or damage.
15. Rent and Alternative Accommodation. If the <b>Home</b> is made uninhabitable by damage from any cause insured by this <b>Section</b> , <b>We</b> will pay for: <ul style="list-style-type: none"> <li>rent <b>You</b> would have received and rent which continues to be payable by <b>You</b></li> <li>the reasonable extra cost of comparable alternative accommodation if <b>You</b> occupy the <b>Home</b>, but only during the period necessary to reinstate the <b>Home</b> to a habitable condition. The work of reinstatement or repair must be done without delay. The most <b>We</b> will pay under this paragraph is 20% of the <b>Sum Insured</b> by this <b>Section</b>.</li> </ul>	



What is insured	What is not insured
<p>16. Liability to the public.</p> <p>Any amounts which <b>You</b>, as owner of the <b>Premises</b>, become legally liable to pay as compensation for an accident occurring during the <b>Period of Insurance</b> which causes <b>Bodily Injury</b> to a person or accidental loss of or damage to property. The most <b>We</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>Us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>an agreement which imposes a liability which <b>You</b> would not otherwise have been under</li> <li>the occupation of the <b>Premises</b></li> <li>any business, profession or trade.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li><b>Bodily Injury</b> to a member of <b>Your Household</b> or any other person permanently residing with <b>You</b></li> <li><b>Bodily Injury</b> to a person under a contract of service or apprenticeship with <b>You</b> or a member of <b>Your Family</b></li> <li>loss of or damage to property owned or held in trust by or in the custody or control of <b>You</b> or a member of <b>Your Household</b> or any other person permanently residing with <b>You</b>.</li> </ul>
<p>17. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>Buildings</b> insured in circumstances which have or may have given rise to a valid claim under this <b>Policy</b>. The maximum amount payable in respect of this cover under all Sub-Sections of <b>Section 8</b> of the <b>Policy</b> as a whole is €10,000 for any one incident.</p>	
<p>18. Extended accidental damage.</p> <p>The <b>Buildings</b> are insured against any accidental damage in addition to the events under paragraphs 1 to 14 of this <b>Section</b>.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light,</li> <li>any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown</li> <li>caused by chewing, scratching, tearing or fouling by domestic pets or farm animals.</li> </ul> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 14 of this <b>Section</b>.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>19. Trace and Access.</p> <p><b>We</b> will pay up to €750 to remove or replace any part of the <b>Buildings</b> necessary to repair any fixed domestic water or heating installation from which water or oil has escaped and has resulted in damage.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to the item from which the escape occurred</li> <li>caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul>

## Section 8. (a) Buildings – Settling claims

**We** will pay at our option the full cost of repair or reinstatement as new of the damaged part of the **Buildings** provided that the work is done without delay or at **Our** option **We** will arrange for the work to be carried out. However, this must be subject to the following:

### Retention Amount

**Our** priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible.

Where **We** opt to pay the costs of repair or reinstatement as above, **We** may:

- release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- pay the balance (otherwise known as the “retained amount”) to **You** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **You** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

## Underinsurance

### Protecting Your home and contents

The purchase of **Your** home represents probably the largest financial investment **You** will make in **Your** lifetime. To safeguard **Your** financial interest in **Your** property you must insure the full reinstatement value of **Your** buildings and contents. Failure to do so may result in **Your** claim settlement being reduced. Please see the ‘Settlement of claims’ section under Section 8 A, B and C of this **Policy**. Each year prior to renewal of **Your** annual **Policy** **You** should review the amount for which **You** have insured **Your** buildings and contents and inform **Us**, prior to renewal, of any changes. For example, if home improvements have been carried out, such as the building of an extension or the conversion of the attic, or if **You** have purchased additional contents, the sums insured should be increased to reflect this.

**Our** liability for repair or reinstatement following insured loss or damage shall not exceed the **Sum Insured** on **Buildings** at the time of loss or damage.

To safeguard **Your** financial interest in **Your** property **You** must insure the full reinstatement value of **Your Buildings** which should include due allowance for debris removal costs, architects, surveyors, consulting engineers and other fees necessarily incurred in the reinstatement of the property. Failure to do so will result in **Your** claim settlement being reduced.

The **Buildings Sum Insured** as stated in the **Policy Schedule** is subject to the following condition of average:

If the **Sum Insured** on **Buildings** at the time of the insured loss or damage is less than the cost of rebuilding as new all the **Buildings** (including fees as above) covered by this **Policy** and such difference is greater than 15% of the rebuilding cost as new, **We** will pay that proportion of the loss or damage which the **Sum Insured** bears to the cost of rebuilding as new all the **Buildings** covered by this **Policy**.

## Wear and Tear

**We** will deduct an amount for wear and tear if the **Buildings** are in a poor state of repair or decoration.

- If it is necessary to make a deduction for wear and tear, then for the purposes of determining whether or not there is underinsurance, the cost of rebuilding as new all the **Buildings** covered by this **Policy** less the deduction for wear and tear will be compared with **Your** actual **Sum Insured**.
- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out ( at **Your** request, which must be explained and reasonable ) **We** will pay the reduction in market value resulting from the loss or damage, but only up to what it would have cost to rebuild or repair if such work had been carried out without delay

The most **We** will pay under paragraphs 1 to 14, 18 and "Additional Costs" below is the sum insured by this **Section**.

**We** will automatically reinstate the sum insured from the date of payment of any claim unless **We** have given **You** written notice to the contrary before payment.

## Additional costs

**We** will pay the necessary and reasonable expenses that **You** incur with our consent in reinstating the **Buildings** following loss or damage insured under this **Section**, namely:

- fees to architects, surveyors, consulting engineers and others agreed by **Us**
- the cost of clearing the site and making it and the **Home** safe
- the cost of complying with any government or local authority requirement following loss or damage unless **You** were given notice of the requirements before the loss or damage occurred. Where **You** were not notified of any government or local authority requirements prior to the loss or damage occurring and such requirements increase the rebuilding as new costs, this increased cost will be disregarded for the purposes of determining whether or not the **Buildings** are underinsured.

**We** will not pay:

- fees Incurred by **You** for preparing a claim under this **Section**
- costs in respect of undamaged parts of the **Buildings** (except the foundations of the damaged parts).

## Mortgagees clause

Where **You** have advised **Us** and **We** have noted the interest of a mortgagee in this **Policy** the interest of the mortgagee shall not be prejudiced by any act or neglect by **You**, **Your Household** or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **Us** and pay an additional premium if required.

## Index-linking

**We** may adjust the **Sum Insured** (but not any monetary limits) in line with changes in the House Construction Cost Index issued by the relevant government department.

If **We** do adjust the **Sum Insured**, the adjustment will:

- be subject to a minimum increase of 1% in the House Construction Cost Index during the **Period of Insurance**
- continue after any insured loss or damage if required repairs or reinstatement are carried out without delay.

**We** will not charge extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium on the revised **Sum Insured**.

## More than one home

When more than one **Home** is insured the terms and conditions of the **Policy** shall apply as if each is separately insured.

## Selling your home

If **You** are selling **Your Home** **We** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the **Policy**.

## Section 8 (b) – Contents

### Meaning of Words

Words with special meanings in this **Section** are defined on Page 41.

### The Cover

What is insured	What is not insured
The Contents are insured against loss or damage caused by the events in paragraphs 1 to 11.	
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"><li>• agricultural or industrial operations</li><li>• any gradually operating cause</li><li>• smog.</li></ul> The first €250 of each incident of loss or damage.
2. Storm or <b>Flood</b> .	Loss or damage caused by frost. The first €250 of each incident of loss or damage.
3. <b>Subsidence</b> or <b>Ground Heave</b> of the site on which the <b>Buildings</b> stand or landslip.	Loss or damage: <ul style="list-style-type: none"><li>• caused by <b>Settlement</b> due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations, faulty workmanship or the use of faulty materials</li><li>• caused by building on made-up ground or filled-in land</li><li>• unless the <b>Home</b> is damaged at the same time by the same cause</li><li>• to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause</li><li>• associated with such causes arising prior to payment of premiums for the <b>Period of Insurance</b> in which a claim may arise.</li></ul> Loss or damage if any part of the <b>Buildings</b> suffered previous loss or damage by <b>Subsidence</b> , <b>Ground Heave</b> or landslip unless same has been disclosed to and accepted by <b>Us</b> .
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"><li>• while any part of the <b>Home</b> is lent, let or sub-let, unless entry to or exit from the <b>Home</b> is made using violence and force</li><li>• caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days</li><li>• caused by a member of the <b>Household</b> other than domestic staff.</li></ul> The first €250 of each incident of loss or damage.
5. Riot, civil, labour or political disturbance.	<ul style="list-style-type: none"><li>• The first €250 of each incident of loss or damage</li></ul>
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"><li>• by someone lawfully on the <b>Premises</b></li><li>• after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li></ul> The first €250 of each incident of loss or damage.
7. Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days. The first €500 of each incident of loss or damage.
8. Escape of oil from any fixed domestic heating installation.	Loss or damage caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days. The first €500 of each incident of loss or damage.
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by domestic pets. The first €250 of each incident of loss or damage.
10. Falling trees or branches.	The first €250 of each incident of loss or damage.
11. Falling aerals, aerial fittings, satellite dishes or masts.	Loss or damage to aerals and masts over 8 metres in height or dishes over 1 metre in diameter. The first €250 of each incident of loss or damage.

What is insured	What is not insured
12. Breakage of glass. Accidental breakage while in the <b>Home</b> of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.	<p><b>Damage</b> while any part of the <b>Home</b> is lent, let or sub-let.</p> <p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days,</li> <li>by vandals or malicious people lawfully on the <b>Premises</b>.</li> </ul> <p>The first €250 of each incident of loss or damage.</p>
13. Audio, TV and video equipment.  Accidental damage while in the <b>Home</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.	<p><b>Damage:</b></p> <ul style="list-style-type: none"> <li>while any part of the <b>Home</b> is lent, let or sub-let</li> <li>caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, mechanical or electrical breakdown or software malfunction</li> <li>to records, audio, video or computer discs, tapes or cassettes</li> <li>to telephones or telephone equipment</li> <li>caused by computer viruses.</li> </ul> <p>The first €250 of each incident of loss or damage.</p>
14. Personal <b>Money</b> .  Accidental loss of or accidental damage to <b>Money</b> belonging to <b>You</b> or a member of <b>Your Family</b> , anywhere in the world, up to €400.	<p>Loss of <b>Money</b> from the <b>Home</b> while any part of the <b>Home</b> is lent, let or sub-let, unless entry to or exit from the <b>Home</b> is made using violence and force.</p> <p>Stealing of <b>Money</b> from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force.</p> <p>Shortages caused by error or omission.</p> <p>Depreciation in value.</p> <p>Losses not reported to the police within 24 hours of discovery.</p> <p>Confiscation or detention by customs or other officials.</p> <p>The first €50 of each loss.</p>
15. <b>Credit cards</b> .  Financial loss arising from unauthorised use following loss or theft of <b>Credit cards</b> belonging to <b>You</b> or a member of <b>Your Family</b> , up to €800.	<p>Financial loss arising from unauthorized use by a member of <b>Your Household</b>.</p> <p>Financial loss arising from unauthorized use following theft of <b>Credit Cards</b> from the <b>Home</b> while any part of the <b>Home</b> is lent, let or sub-let unless entry to or exit from the <b>Home</b> is made using violence and force.</p> <p>Any liability <b>You</b> incur following breach of the terms and conditions of use of the <b>Credit Card</b>.</p> <p>Confiscation or detention by customs or other officials.</p>
16. Freezer <b>Contents</b> .  Deterioration of food or drink caused by: <ul style="list-style-type: none"> <li>a change in temperature of the domestic freezer or refrigerator in the <b>Home</b></li> <li>contamination by accidental escape of refrigerant or refrigerant fumes.</li> </ul> <p><b>We</b> will pay for the cost of replacing food and drink unfit for human consumption.</p>	<p>Deterioration resulting from the deliberate act of the supply authority.</p> <p>Any consequence of strikes, labour or political disturbances.</p>
17. <b>Contents</b> in the open.  The <b>Contents</b> are insured while in the open within the boundaries of the land belonging to the <b>Home</b> against loss or damage caused by events in paragraph 1 and paragraphs 3 to 11 of this <b>Section</b> .  The most <b>We</b> will pay is €750.	<p>Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this <b>Section</b>.</p> <p>Plants and trees.</p> <p>Pedal cycles</p> <p>Loss or damage due to wear and tear, rust or gradual deterioration.</p> <p>The first €250 of each incident of loss or damage.</p>

What is insured	What is not insured
<p>18. <b>Contents</b> temporarily removed.</p> <p>The <b>Contents</b> are insured within the <b>Territorial Limits</b> while temporarily removed from the <b>Premises</b> against loss or damage caused by:</p> <ul style="list-style-type: none"> <li>the events insured in paragraphs 1 to 3 and 5 to 11 of this <b>Section</b></li> <li>stealing or attempted stealing from: <ul style="list-style-type: none"> <li>a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of <b>You</b> or a member of <b>Your Household</b></li> <li>within an occupied building, boat or caravan used for residential purposes or a building where <b>You</b> or a member of <b>Your Family</b> are employed, engaged in <b>Your</b>/their business or temporarily living</li> <li>any other building provided entry to or exit from the building is made using violence and force.</li> </ul> </li> </ul> <p>The most <b>We</b> will pay is 15% of the <b>Sum Insured</b> by this <b>Section</b>.</p>	<p>Loss or damage caused by storm, <b>Flood</b> or falling trees or branches while the <b>Contents</b> are in transit or in the open.</p> <p><b>Contents</b> in accommodation housing one or more full time students.</p> <p>Theft of <b>Contents</b> without using violence or force, whether in entering or exiting a building or otherwise.</p> <p><b>Property</b> removed for sale or exhibition or to a furniture depository.</p> <p>Stealing of <b>Money</b>.</p> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this <b>Section</b>.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>19. <b>Household</b> removal.</p> <p>Accidental loss of or accidental damage to the <b>Contents</b> while they are:</p> <ul style="list-style-type: none"> <li>being moved by professional furniture removers to <b>Your</b> new <b>Home</b> within the <b>Territorial Limits</b></li> <li>in temporary storage, for up to 7 days in a furniture depository.</li> </ul>	<p><b>Money</b>, gold or silver articles, jewellery or furs. Loss or damage:</p> <ul style="list-style-type: none"> <li>if <b>You</b> have arranged other insurance</li> <li>not reported to <b>Us</b> within 7 days of delivery to the new <b>Home</b>.</li> </ul> <p>Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>20. Accidental loss of oil or metered water. Loss of:</p> <ul style="list-style-type: none"> <li>oil from a domestic heating installation</li> <li>metered water, following accidental damage to the domestic water or heating installation.</li> </ul> <p>The most <b>We</b> will pay is €1,000.</p>	<p>Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>21. Title deeds.</p> <p>The cost of preparing new title deeds to the <b>Premises</b> if they are lost or damaged by a cause insured under the events in paragraphs 1 to 11 of this <b>Section</b> while in the <b>Home</b> or while kept in <b>Your</b> bank for safe-keeping.</p> <p>The most <b>We</b> will pay is €650.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this <b>Section</b>.</p>
<p>22. Fatal Accidents.</p> <p>Fatal injury to <b>You</b> and/or <b>Your</b> spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> <li>fire, accident or assault, in the <b>Premises</b></li> <li>an accident while travelling within the <b>Territorial Limits</b> as a fare-paying passenger in any road or rail vehicle</li> <li>assault in the street within the <b>Territorial Limits</b>, provided death follows within 12 months of the injury.</li> </ul> <p>The maximum amount payable by <b>Us</b> is €3,250 in respect of any one incident.</p>	
<p>23. Rent and alternative accommodation.</p> <p>If the <b>Home</b> is made uninhabitable by damage from any cause insured by this <b>Section</b> <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>rent which continues to be payable by <b>You</b>,</li> <li>the reasonable extra cost of comparable alternative accommodation if <b>You</b> occupy the <b>Home</b></li> <li>the reasonable cost of temporary storage of furniture</li> <li>the reasonable extra cost of temporary accommodation for domestic pets,</li> </ul> <p>but only during the period necessary to reinstate the <b>Home</b> to a habitable condition.</p> <p>The work of reinstatement or repair must be done without delay.</p> <p>The most <b>We</b> will pay under this paragraph is 20% of the <b>Sum Insured</b> by this <b>Section</b>.</p>	

What is insured	What is not insured
<p>24. Replacement of locks.</p> <p>The cost of replacing and fitting outside door locks to the <b>Home</b> if the keys of such locks are stolen.</p> <p>The most <b>We</b> will pay is €700.</p>	<p>The first €250 of each incident of loss or damage.</p>
<p>25. Tenant's Liability.</p> <p><b>Your</b> legal liability as tenant for loss or damage to the <b>Buildings</b> caused by an event in paragraphs 1 to 14 and 17 of Section 8(a) Buildings.</p> <p>The most <b>We</b> will pay is 10% of the sum insured by this <b>Section</b>.</p>	<p>Any loss or damage or amount shown as not insured under paragraphs 1 to 14 and 17 of Section 8(a) Buildings.</p>
<p>26. Liability to domestic employees.</p> <p>Any amounts which <b>You</b> or a member of <b>Your Family</b> become legally liable to pay as damages for <b>Bodily Injury</b> to <b>Your</b> domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by <b>You</b> or a member of <b>Your Family</b> in connection with <b>Your Premises</b> or any temporary residence within the Republic of Ireland.</p> <p>The most <b>We</b> will pay for any one claim or number of claims arising from one cause is €2,600,000. (This includes all costs agreed by <b>Us</b> in writing).</p> <p>Where <b>We</b> agree to indemnify more than one party then nothing in this <b>Policy</b> shall increase <b>Our</b> liability to pay any amount in respect of one claim or series of claims in <b>excess</b> of the amount stated above.</p>	<p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>Bodily Injury</b> to any person employed by <b>You</b> or a member of <b>Your Family</b> for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act</li> <li>• <b>Bodily Injury</b> to any member of <b>Your Family</b> or any other person permanently residing with <b>You</b></li> <li>• anyone who has entered into or works under a contract of service or apprenticeship with <b>You</b> in connection to <b>Your</b> business</li> <li>• any labour only subcontractor or anyone employed by them in connection to <b>Your</b> business</li> <li>• any self-employed person working for <b>You</b> in connection to <b>Your</b> business</li> <li>• anyone who is engaged under a work experience scheme or similar scheme</li> <li>• anyone who is hired or borrowed by <b>You</b> working for <b>You</b> under <b>Your</b> direct control and supervision in connection with <b>Your</b> business.</li> </ul>

What is insured	What is not insured
<p>27. Liability to the public.</p> <p>Any amounts which <b>You</b> or a member of <b>Your Household</b>:</p> <ul style="list-style-type: none"> <li>as occupier of the <b>Premises</b> or any other building, boat or caravan used as temporary holiday accommodation</li> <li>as private individuals anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days.</li> </ul> <p>become legally liable to pay as compensation for an accident occurring during the <b>Period of Insurance</b> which causes <b>Bodily Injury</b> to any person or loss of or damage to property.</p> <p>The most <b>We</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>Us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>an agreement which imposes a liability which <b>You</b> or a member of <b>Your Household</b> would not otherwise have been under</li> <li>ownership of any land or building</li> <li>any business, profession or trade</li> <li>racing, hunting or playing polo</li> <li>wilful or malicious acts</li> <li>the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused</li> <li>the transmission of any communicable disease, by <b>You</b> or a member of <b>Your Household</b>.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> <li>aircraft and all forms of drones</li> <li>mechanically propelled vehicles including e-bikes and e-scooters (except domestic garden implements used within the boundary of the <b>Premises</b>, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)</li> <li>any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act</li> <li>watercraft (except toys and models), sailboards or hovercraft</li> <li>firearms (except shotguns or airguns used for sporting activities)</li> <li>animals (except horses and pets which are normally domesticated in the Republic of Ireland).</li> </ul> <p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> <li>dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations</li> <li>horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li><b>Bodily Injury</b> to a member of <b>Your Household</b> or any other person permanently residing with <b>You</b>, or to a person under a contract of service or apprenticeship with <b>You</b> or a member of <b>Your Family</b></li> <li>loss or damage to property owned or held in trust by or in the custody or control of <b>You</b> or a member of <b>Your Household</b> or any other person permanently residing with <b>You</b>,</li> <li>the first €125 of each incident of loss or damage in respect of temporary holiday accommodation.</li> </ul>
<p>28. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>Contents</b> in circumstances which have or may have given rise to a valid claim under this <b>Policy</b>. The maximum amount payable in respect of this cover under all Sub- <b>Sections</b> of <b>Section 8</b> of the <b>Policy</b> as a whole is €10,000 for any one incident.</p>	
<p>29. Christmas gifts.</p> <p>The <b>Sum Insured</b> by this <b>Section</b> is automatically increased by 10% during the month of December only, to insure gifts and extra food and drink bought for the Christmas season.</p>	
<p>30. Wedding gifts.</p> <p>The <b>Sum Insured</b> by this <b>Section</b> is automatically increased by 10% to insure wedding gifts during the period of one month before and one month after the wedding day of <b>You</b> or a member of <b>Your Family</b>.</p>	<p>Losses that can be recovered under another insurance.</p>



What is insured	What is not insured
<p>31. Extended accidental damage.</p> <p>The <b>Contents</b> are insured while in the <b>Home</b> against any accidental damage in addition to the events under paragraphs 1 to 13 of this <b>Section</b>.</p>	<p><b>Contents</b> lost in the <b>Home</b>.</p> <p><b>Damage</b> to clothing (including furs and footwear), hearing aids, contact lenses, <b>Money</b>, stamps, coins or medals, food or drink, mobile phones, dentures, tablets, laptops, hearing aids.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</p> <p><b>Damage</b> caused by or arising from:</p> <ul style="list-style-type: none"> <li>• wear and tear or gradual deterioration</li> <li>• gradually operating causes</li> <li>• insects, parasites or vermin</li> <li>• corrosion, fungus, mildew or rot</li> <li>• atmospheric or climatic conditions, frost or the action of light</li> <li>• alteration, repair, maintenance, restoration, dismantling, renovation or breakdown</li> <li>• chewing, scratching, tearing or fouling by domestic pets or farm animals belonging to <b>You</b> or a member of <b>Your Household</b></li> <li>• computer viruses</li> <li>• any process of cleaning, drying, dyeing, heating or washing</li> <li>• faulty design or workmanship or the use of faulty materials</li> <li>• demolition, structural alteration or structural repair of the <b>Buildings</b>.</li> </ul> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 13 of this <b>Section</b>.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>32. Visitors' personal effects.</p> <p>The most <b>We</b> will pay in respect of loss or damage to all visitors' personal effects, arising out of one event, is €800.</p>	<p>Loss or damage</p> <ul style="list-style-type: none"> <li>• while any part of the <b>Home</b> is lent, let or sub-let, unless entry to or exit from the <b>Home</b> is made using violence and force</li> <li>• caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days</li> <li>• caused by a member of <b>Your Household</b> other than domestic staff</li> <li>• Personal effects more specifically insured under another insurance <b>Policy</b></li> <li>• while any part of the home is lent, let or sub-let</li> </ul>
<p>33. Domestic Employees.</p> <p>Loss or damage by a cause insured under the events in paragraphs 1 to 11 of this <b>Section</b> to clothing and personal effects belonging to domestic employees while such property is in the <b>Premises</b> or while with <b>You</b> or <b>Your Family</b> in any other domestic residence. The most <b>We</b> will pay is €1,500.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this <b>Section</b>.</p>
<p>34. Jury Service.</p> <p><b>We</b> will pay up to €15 per day (up to a total of €450) for each day or part day attended at Court by <b>You</b> or <b>Your</b> spouse/partner</p>	

## Section 8. (b) – Contents – Settling Claims

**We** will pay at our option the full cost of replacement as new, or repair, of the **Contents** lost or damaged or at **Our** option **We** will replace the **Contents** or arrange for the repair work to be carried out.

However, this will be subject to the following:

### Underinsurance

**Our** liability for repair or replacement as new of **Contents** following insured loss or damage shall not exceed the sum insured on **Contents** at the time of loss or damage.

To safeguard **Your** financial interest in **Your** property **You** must insure the full replacement value as new of **Your Contents**. Failure to do so will result in **Your** claim settlement being reduced.

The **Contents** sum insured as stated in the **Policy Schedule** is subject to the following condition of average:

If the sum insured on **Contents** at the time of the insured loss or damage is less than the cost of replacing as new all the **Contents** covered by this **Policy** and such difference is greater than 15% of the replacement cost as new, **We** will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacing as new all the **Contents** covered by this **Policy**.

## Wear and Tear

**We** will deduct an amount for wear and tear:

- for clothing, footwear, furs and linen
- for floor coverings more than 12 months old where a claim arises under paragraph 31, Extended accidental damage.

If it is necessary to make a deduction for wear and tear, for the purposes of determining whether or not there is underinsurance, the cost of replacement as new of all the **Contents** covered by this **Policy** less the deduction for wear and tear will be compared with **Your** actual sum insured.

- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.
- The most **We** will pay under paragraphs 1 to 13, 16, 19, 20 and 31 is the **Sum Insured** by this **Section** subject to the condition of average but see the limitations on Page 44, Section 8. Meaning of words, with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **Valuable Property**.
- Where the damaged or lost item can be repaired or replaced with an item of similar quality, **We** may at our option either arrange or authorize replacement. If an exact replacement is not available, **We** may either arrange or authorize replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of Betterment.
- If **You** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economic repair, **We** will pay the resale market value only.

## Additional costs

**We** will not pay:

- fees incurred by **You** for preparing a claim under this **Section**.

## Index-linking

**We** may adjust the **Sum Insured** (but not any monetary limits) in line with changes in the Household Durable Goods section of the Consumer Price Index as issued by the Central Statistics Office.

If **We** do adjust the **Sum Insured**, the adjustment will:

- be subject to a minimum increase of 1% in the Household Durable Goods section of the Consumer Price Index during the **Period of Insurance**
- continue after any insured loss or damage if required repairs or reinstatement are carried out without delay.

**We** will not charge extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium on the revised **Sum Insured**.

## Section 8 (c) – ‘All Risks’

### Meaning of Words

Words with special meanings in this **Section** are defined on Page 41.

## The Cover

What is insured	What is not insured
The property all belonging to or the legal responsibility of <b>You</b> or a member of <b>Your Household</b> and listed under any Item number in this <b>Section</b> is insured against accidental loss or damage anywhere in the <b>Territorial Limits</b> and elsewhere for 60 days in any one <b>Period of Insurance</b> if shown on the <b>Policy Schedule</b> .	<p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, chewing, scratching, tearing or fouling by domestic pets belonging to <b>You</b> or a member of <b>Your Household</b>, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Losses of individual charms unless soldered to the bracelet.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Musical instruments and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.</p> <p>Stealing of property from an unattended road vehicle unless from a locked boot or locked glove compartment.</p> <p><b>Property</b> more specifically insured or any amount that <b>You</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>

What is insured	What is not insured
<p><b>Item 1 – Unspecified Personal Possessions</b></p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, prams and the like and other personal possessions normally worn or carried on the person and unspecified clothing (including furs and footwear).</p> <p>The most <b>We</b> will pay for any one article, set or collection is 33% of the <b>Sum Insured</b> as shown on the <b>Policy Schedule</b> by this Item or €1,300 whichever is the less.</p> <p>Special Automatic Cover:</p> <p>Provided cover is operative under Section 8 (b) Contents, the <b>Policy</b> automatically includes cover under this item for unspecified personal possessions up to €1,300. The most <b>We</b> will pay for any one article, set or collection under this automatic cover is €650.</p>	<p>Any article insurable under <b>Sections</b>:</p> <p>8 (d) Sports Equipment or 8 (e) Pedal Cycles.</p> <p>Laptops/Tablets</p> <p>Mobile/Smart Phones</p> <p>Medical equipment including hearing aids, contact lenses, dentures</p> <p>Camping equipment, guns or tools of any kind</p> <p>Money of any kind</p> <p>Stealing of property from an unattended road vehicle unless from a locked boot</p> <p>The first €50 of each incident of loss or damage.</p> <p>NOTE: Under this special automatic cover, mobile phones are excluded.</p>
<p><b>Item 2 – Specified Personal Possessions</b></p> <p>Specified Personal Possessions listed on the <b>Policy Schedule</b>.</p> <p>The most <b>We</b> will pay is the <b>Sum Insured</b> for the individual item(s).</p>	<p>In respect of Mobile/Smart Phones:</p> <ul style="list-style-type: none"> <li>• Loss or damage caused by stealing where the mobile/smart phone is on or about the person unless it is appropriately concealed.</li> <li>• Loss of the mobile/smart phone where it has been left unattended or it has not been appropriately concealed on or about the person.</li> </ul> <p>The first €50 of each incident of loss or damage.</p>

## Settling claims

**We** will pay, at our option and subject always to the limits specified in the Unspecified Personal Possessions Cover or the Specified Personal Possessions Cover (as applicable), the full cost of repair, or reinstatement as new, of the article lost or damaged or, at our option, **We** will replace the article or arrange for its repair. However, this will be subject to the following deductions where so required:

- Underinsurance (in relation to Item 2 – Specified Personal Possessions only)
  - **Our** liability for repair or reinstatement following insured loss or damage to an article shall not exceed the relevant sum insured at the time of loss or damage.
  - To safeguard **Your** financial interest in **Your** property **You** must insure the full reinstatement value of each article. Failure to do so will result in **Your** claim settlement being reduced.
  - The sum insured for an article under Item 2 – Specified Personal Possessions in this All Risks **Section** is subject to the following condition of average:
 

If the relevant sum insured for an article at the time of the insured loss or damage is less than the cost of replacement as new and such difference is greater than 15% of the replacement cost as new, **We** will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacement as new of the article.
- Wear and Tear (in relation to Item 1 – Unspecified Personal Possessions/Special Automatic Cover and Item 2 –Specified Personal Possessions, **We** will deduct an amount for wear and tear for clothing and furs.
- If it is necessary to make a deduction for wear and tear as above, then for the purposes of determining whether or not there is underinsurance for the relevant article (for Item 2 – Specified Personal Possessions purposes), the cost of reinstating as new that article, less the deduction for wear and tear, will be compared with **Your** actual sum insured.
- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.
- If **You** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, **We** will pay the resale market value only.

## Section 8 (d) – Sports Equipment

### Meaning of Words

Words with special meanings in this **Section** are defined on Page 41.

### The Cover

What is insured	What is not insured
The property all belonging to or the legal responsibility of <b>You</b> or a member of <b>Your Household</b> and listed under any item in this <b>Section</b> is insured against accidental loss or damage anywhere in the <b>Territorial Limits</b> and elsewhere for 60 days in any one <b>Period of Insurance</b> if the <b>Schedule</b> shows that <b>You</b> have selected this <b>Section</b> .	Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. <b>Damage</b> to guns by internal explosion. Sports equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. <b>Property</b> more specifically insured or any amount that <b>You</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.
Sports equipment and clothing for those sports shown in the <b>Schedule</b> . The most <b>We</b> will pay is the <b>Sum Insured</b> for the individual items.	Loss or damage. <ul style="list-style-type: none"><li>• angling tackle while being used for shark or tunny fishing,</li><li>• shuttlecocks and balls in play.</li></ul> <b>Damage</b> while in use to cricket bats, squash, badminton and tennis rackets, racket strings, golf clubs or skiing equipment. The first €50 of each incident of loss or damage.

### Settling claims

**We** will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing or at **Our** option **We** will replace the article or arrange for its repair. If **You** do not replace the article which is lost or damaged beyond economical repair **We** will pay the resale market value only.

## Section 8 (e) – Pedal Cycles

### Meaning of Words

Words with special meanings in this **Section** are defined on Page 41.

### The Cover

What is insured	What is not insured
The property all belonging to or the legal responsibility of <b>You</b> or a member of <b>Your Household</b> and listed under any item in this <b>Section</b> is insured against accidental loss or damage anywhere in the <b>Territorial Limits</b> and elsewhere for 60 days in any one <b>Period of Insurance</b> if the <b>Schedule</b> shows that <b>You</b> have selected this <b>Section</b> .	This applies to all items of this <b>Section</b> . Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, corrosion, the action of light, any process of cleaning, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. <b>Property</b> more specifically insured or any amount that <b>You</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.
Pedal cycles, including accessories, shown in the <b>Schedule</b> . The most <b>We</b> will pay is the <b>Sum Insured</b> for the individual items.	Lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time. Loss or damage while the pedal cycle is being used for racing, pacemaking or trials. Theft of a pedal cycle outside the <b>Home</b> unless from a locked building or immobilised by a security device. Loss or damage caused by stealing from a private dwelling, shed, garage or outbuilding unless entry to or exit from such building is made using violence and force. The first €50 of each incident of loss or damage.

### Settling claims

**We** will pay the full cost of replacement as new or repair of the article lost or damaged or at **Our** option **We** will replace the article or arrange for its repair. If **You** do not replace the article which is lost or damaged beyond economical repair **We** will pay the resale market value only.

## Section 8 (f) – Trailer Caravans

### Meaning of Words

Words with special meanings in this **Section** are defined on Page 41.

### The Cover

What is insured	What is not insured
<p>1. <b>We</b> insure the property shown in the <b>Schedule</b> belonging to or the legal responsibility of <b>You</b> or a member of <b>Your Household</b> against accidental loss or damage while:</p> <ul style="list-style-type: none"><li>• in the Republic of Ireland and the United Kingdom including transit by sea</li><li>• in the continent of Europe for 60 days in any one <b>Period of Insurance</b> including transit by sea.</li></ul>	<p>This applies to both Items of this <b>Section</b>.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Loss or damage while the caravan:</p> <ul style="list-style-type: none"><li>• is let for hire or reward or used as a permanent residence</li><li>• is being used other than for social, domestic or pleasure purposes.</li></ul> <p>Loss or damage by storm or <b>Flood</b> unless the caravan is anchored at each corner of the chassis by chains or wire hawsers to standard anchorage screws except:</p> <ul style="list-style-type: none"><li>• when the caravan is being towed or is temporarily detached during the course of a journey</li><li>• when the caravan is laid up at the Insured's permanent residence either under cover or otherwise reasonably protected from high winds.</li></ul> <p><b>Property</b> more specifically insured or any amount that <b>You</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>The first €50 of each incident of loss or damage.</p>
<p>Item 1. The caravan and its equipment, including awnings, fixtures, fittings, furnishings and utensils, in or on the caravan.</p> <p>The most <b>We</b> will pay is the <b>Sum Insured</b> by this item.</p>	<p><b>Damage</b> to tyres by road punctures, cuts or bursts. Loss of or damage to awnings by storm or <b>Flood</b>.</p>
<p>Item 2. Personal possessions while in the caravan or awning or in the vehicle towing the caravan. The most <b>We</b> will pay for any one article, set or collection is €130.</p> <p>The most <b>We</b> will pay in total is the <b>Sum Insured</b> by this Item.</p>	<p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, stamps, coins, medals or <b>Money</b>.</p>
<p>2. <b>We</b> will pay the reasonable cost of protecting and removing the caravan to the nearest specialist repairers if it is disabled through damage insured by this <b>Section</b>.</p>	
<p>3. <b>We</b> will pay the reasonable cost of delivering the caravan after such repair to <b>Your Home</b>.</p>	
<p>4. <b>We</b> will pay the necessary cost of dismantling or removing the debris of the caravan if it is damaged by an event insured by this <b>Section</b>.</p> <p>The most <b>We</b> will pay is 5% of the <b>Sum Insured</b> by paragraph 1, Item 1 of this <b>Section</b>.</p>	

What is insured	What is not insured
<p>5. Any amounts which <b>You</b> or a member of <b>Your Household</b> become legally liable to pay as compensation for an accident caused by, through, or in connection with, the caravan and its equipment, which results in <b>Bodily Injury</b> to a person or loss of or damage to property.</p> <p>The accident must occur during the <b>Period of Insurance</b>.</p> <p>The most <b>We</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>Us</b> in writing.</p>	<p>Liability arising directly or indirectly from an agreement which imposes a liability which <b>You</b> or a member of <b>Your Household</b> would not otherwise have been under.</p> <p>Liability for:</p> <ul style="list-style-type: none"><li>• <b>Bodily Injury</b> to a member of <b>Your Household</b> or to a person under contract of service or apprenticeship with <b>You</b> or a member of <b>Your Family</b>,</li><li>• an accident caused directly or indirectly by a vehicle towing a caravan or by the caravan or its equipment while being towed.</li></ul> <p>Liability while the caravan:</p> <ul style="list-style-type: none"><li>• is let for hire or reward,</li><li>• is being used other than for social, domestic or pleasure purposes.</li></ul> <p>Liability arising directly or indirectly from the ownership or use of any trailer caravan whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>

## Settling claims

### Item 1

**We** will pay the cost of replacement or repair of the property lost or damaged, or at **Our** option replace the property or arrange for the repair work to be carried out, after taking off an amount for wear and tear. If to **Our** knowledge the property is the subject of a hire-purchase or leasing agreement and **You** do not replace or repair the property that is lost or damaged **We** will make any payment to the owner. The owner's receipt will be a full and final discharge of **Our** liability under this Item.

### Underinsurance

If the **Sum Insured** on the caravan and its equipment at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear) **You** shall be considered as being **Your** own insurer for the difference and **We** will pay only the proportion of the loss or damage which the **Sum Insured** bears to such cost.

### Item 2

**We** will pay the full cost of replacement as new or repair of the property lost or damaged or at **Our** option **We** will replace the property or arrange for repair work to be carried out. However, **We** will take off an amount for wear and tear:

- for clothing and linen
- if at the time of the loss or damage the **Sum Insured** does not represent the full cost of replacement of all the property insured as new after allowing for deterioration of clothing and linen
- if **You** do not repair or replace the property.

### Underinsurance

If the **Sum Insured** on personal possessions in the caravan or awning or in the vehicle towing the caravan at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear in respect of clothing and linen) **You** shall be considered as being **Your** own insurer for the difference and **We** will pay only that proportion of the loss or damage which the **Sum Insured** bears to such loss.

If it is necessary to make an allowance for wear and tear then the cost of replacement as new less the allowance for wear and tear will be compared with **Your** actual **Sum Insured**. **You** will only be paid that proportion of the loss or damage which **Your Sum Insured** bears to this cost of replacement.

## Section 8 (g) – Boats

### Meaning of Words

#### Property

The craft and its equipment shown in the **Schedule** and belonging to or the legal responsibility of **You** or a member of **Your Family**.

Other words with special meanings in this **Section** are defined on Page 41.

### The Cover

What is insured	What is not insured
<p>1. The <b>Property</b> is insured against accidental loss or damage while:</p> <ul style="list-style-type: none"><li>• ashore</li><li>• in transit or afloat on inland and coastal waters of the <b>Territorial Limits</b> or Europe.</li></ul> <p>Item 1 The craft, trolley, life-jackets, buoyancy aids and water-skis.</p> <p>Item 2 The outboard motor.</p> <p>Item 3 The trailer.</p>	<p>The <b>Excess</b> shown in the <b>Schedule</b> for each incident of loss or damage (except total loss or damage of the craft).</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation, corrosion, rot, mildew, fungus, breakdown, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Loss or damage while the <b>Property</b>:</p> <ul style="list-style-type: none"><li>• is let for hire or reward</li><li>• is being used other than for social, domestic or pleasure purposes.</li></ul> <p>Stealing of gear and equipment unless entry or exit is made using violence and force or removal involves violence and force.</p> <p>Stealing of an outboard motor unless it is secured by an anti-theft device as well as its normal method of attachment.</p> <p>Stealing of a sailboard:</p> <ul style="list-style-type: none"><li>• from a car roof rack unless the sailboard is secured by an anti-theft device as well as its normal method of attachment,</li><li>• unless entry or exit is made using violence and force or removal involves violence and force.</li></ul> <p>Loss or damage while the craft is left unattended at anchor or afloat on moorings (except as agreed by <b>Us</b> in writing).</p> <p>Loss or damage to propellers while in use on craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.</p>
<p>2. <b>We</b> will pay for all salvage charges and necessary expenses incurred in minimising or averting a claim under paragraph 1 of this <b>Section</b>.</p>	
<p>3. Any amounts which <b>You</b> or a member of <b>Your Family</b> become legally liable to pay:</p> <ul style="list-style-type: none"><li>• as compensation for an accident causing <b>Bodily Injury</b> to a person or loss of or damage to property</li><li>• for the cost of any attempted or actual raising, removal or destruction of the wreck of the craft or any neglect or failure to do so.</li></ul> <p>The accident must occur during the <b>Period of Insurance</b> and arise from the ownership or use of the property by <b>You</b> or a member of <b>Your Family</b>.</p> <p>This paragraph applies equally to a person who, with <b>Your</b> permission, is navigating or in charge of the craft or being towed on water-skis by the craft.</p> <p>The most <b>We</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>Us</b> in writing.</p>	<p>Liability arising directly or indirectly from an agreement which imposes a liability which <b>You</b> or a member of <b>Your Family</b> would not otherwise have been under.</p> <p>Liability:</p> <ul style="list-style-type: none"><li>• for <b>Bodily Injury</b> to workmen or others whom <b>You</b> employ for any reason in connection with the property</li><li>• occurring while the property is in transit by road</li><li>• occurring while a person is being towed or is preparing to be towed by the craft in connection with paragliding, hang-gliding, water-skiing or ski- kiteing or similar sports or after the person has been towed until safely aboard the craft again.</li></ul> <p>Liability while the property:</p> <ul style="list-style-type: none"><li>• is let for hire or reward</li><li>• is being used other than for social, domestic or pleasure purposes.</li></ul> <p>Liability arising directly or indirectly from the ownership or use of vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>



**Special conditions applying to all craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.**

When the craft is underway **You** or another competent person must be on board and in control. Any trailer left unattended must be immobilised or fitted with an anti-theft device.

The craft must not be used in an official race or speed test.

If the craft has inboard machinery there is no insurance under this **Section** for fire or explosion or liability resulting from them unless the craft is equipped with either an automatic or a remote controlled fire extinguisher with discharge head in the engine compartment which is properly installed and maintained in efficient working order.

## Settling claims

**We** will pay the cost of replacement or repair of the **Property** lost or damaged including associated necessary expenses but **We** may at **Our** option replace or repair the **Property** that is lost or damaged.

If **We** take this option:

- **You** shall send **Us** when required all such plans, specifications and information as **We** may deem necessary
- **We** will replace or repair the **Property** in a reasonable manner even though it may not be restored exactly to its former appearance and condition.

The most **We** will pay:

- for sails or protective covers that are more than three years old is two thirds of the replacement cost
- for outboard motors is the **Sum Insured** by Item 2 of this **Section** or the market value at the time of the loss or damage whichever is the less
- under paragraph 1 is the **Sum Insured** in respect of each Item of this **Section**.

## Conditions Applicable to Section 8 Farm Home Insurance

In addition to the General Conditions of the **Policy**, these apply to Section 8 (a) to Section 8 (g).

In the following conditions **You** also includes any other person insured under Section 8 Farm Home Insurance.

1. **You** will take all reasonable steps to protect the **Property** and prevent accidents.
2. **You** must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.
3. **We** have the right to the salvage of any insured **Property**.
4. **You** may not, without **Our** consent, abandon any **Property** to **Us**.
5. If at the time of a claim there is any other **Policy** covering anything insured under Section 8 Farm Home Insurance **We** will be liable only for **Our** proportionate share.
6. Where any single event results in a claim under more than one of Sections 8 (a) to 8 (g), the highest **Excess** only will apply.

## Exclusions Applicable to Section 8 Farm Home Insurance

In addition to the General Exclusions of the **Policy**, these apply to Sections 8 (a) to 8 (g) and to all clauses. Section 8 Farm Home Insurance does not cover:

1. **Consequential Loss** of any kind or description incurred by **You** or any member of **Your Household**
2. the cost of maintenance or normal redecoration
3. loss or damage caused by wear and tear or gradual deterioration

## Other Clauses

Operative only if indicated in the **Schedule**.

## Clause HP51 – Security Alarm Clause

It is a condition precedent to **Our** liability in respect of stealing or attempted stealing that an intruder alarm system approved to EN50131 or IS199 Standard is fitted providing protections to all external doors and accessible windows. The intruder alarm system must be maintained in efficient working order.

**You** have agreed that:

1. The intruder alarm system approved by **Us** will be put into full and effective operation whenever the **Home** is left unattended.
2. The combination for the intruder alarm keypad will be:
  - changed from that set by the manufacturer
  - not displayed adjacent to the control box
  - changed if it becomes known to an unauthorised person.
3. The keys of the intruder alarm system will be removed:
  - from the **Home** whenever the **Home** is left unattended
  - from the controls when the system is in operation.

If **You** do not comply with requirements 1, 2 and 3, **We** will not pay the first €315 of each such incident of loss or damage by stealing or attempted stealing.

## Clause HH141 – Security Locks Clause

It is a condition precedent to any liability of the Company in respect of stealing or attempted stealing that:

1. All external doors are fitted with a 5 lever mortise deadlock and/or a deadlocking nightlatch
2. Sliding patio doors are fitted with a key-operated security lock
3. All accessible windows are fitted with a key-operated lock or other effective locking mechanism.

## Clause HP84 – Fire Cover only

**You** are only covered for fire, lightning, explosion and earthquake until the **Home** is permanently occupied.

## Clause HH124

Paragraph 16 of Section 8 (a) Buildings and Paragraph 27 of Section 8 (b) Contents are extended to permit **You** to let the **Home** to a **Family**.

## Clause HH125

Paragraph 16 of Section 8 (a) Buildings and Paragraph 27 of Section 8 (b) Contents are extended to permit **You** to let the **Home** to a couple.

## Clause HH126

Paragraph 16 of Section 8 (a) Buildings and Paragraph 27 of Section 8 (b) Contents are extended to permit **You** to let the **Home** to a tenant.

## Clause HH152 – Voluntary Excess

In accordance with the Voluntary **Excess** option that **You** have selected, **We** confirm that the standard **Policy Excesses** of €250 and €50 are increased to €500 wherever they appear in the **Policy**.

Where **We** have imposed an increased **Excess**, this voluntary **Excess** will be in addition to the imposed **Excess**.

## Clause HH153 – Voluntary Excess

In accordance with the Voluntary **Excess** option that **You** have selected, **We** confirm that the standard **Excesses** for Section 8 Farm home insurance of €250, and €50 are increased to €1,000 wherever they appear in the **Policy**.

Where **We** have imposed an increased **Excess**, this voluntary **Excess** will be in addition to the imposed **Excess**.

## Section 8 (h) – Home Emergency Assistance

When the unexpected happens, it's reassuring to know that help is at hand when **You** need it, that **You** can talk to someone who will be able to give **You** advice and assistance immediately.

If **You** are experiencing an emergency and have concerns for the safety of **Your** Home or Household, please ensure to contact the relevant emergency services department.

### Emergency Helpline

Zurich, in conjunction with **Our** assistance company provide an emergency Helpline, to ensure that our customers get the assistance they need. As a Zurich customer **You** can avail of our 24-hour, 365-day helpline, by dialling **01 609 1436** or **0818 208 408**.

### Getting Your home back in order

**Our** experienced staff will offer **You** immediate assistance, day or night, whatever **Your** emergency.

- **We** will arrange for an approved contractor to call to **Your** home and deal with **Your** emergency.
- **You** will be required to pay a call out fee. The contractor must provide **You** with a receipt.
- If additional work is then required the contractor must provide **You** with a written estimate and explanation of the work to be carried out.
- **You** are responsible for instructing the contractor to complete this work. Payment for this work must be collected directly from you. Please retain any damaged materials/goods in order to substantiate any future claim.
- **You** may be able to claim for the work completed by the contractor under **Your** Home Insurance **Policy**. Once **We** are satisfied that the damage/repairs are covered by **Your Policy**, **We** will reimburse **You** for the agreed amount less any **Policy** excess.
- The advantages to **You**, our customer, are:
  - faster response to **Your** emergency
  - specially negotiated rates for **Your** repairs or replacement of **Your** items even if the damage is not covered under **Your Policy**
  - help and assistance at a traumatic time.
- If the emergency relates to plumbing, leaking roof, locks, glazing, the primary heating system or the electrical supply and is impacting the **Home** (excluding garages and outbuildings) **You** may be entitled to the cost of the call out fee and/or emergency repairs up to the cover limit of €300 and up to a maximum of four incidents per period of Insurance; the maximum limit of four incidents applies to policies where one or multiple houses are insured.

What We cover	Emergency Repair Exclusions
<p><b>Plumbing</b> – the sudden or unexpected Breakdown of, or damage to, the plumbing and/or drainage system which would result in internal liquid damage to the <b>Home</b> (excluding garages and outbuildings). This includes leaking pipes, blocked drains, water tanks, and blockages in toilet waste pipes or leaking radiators.</p> <p><b>Security and Glazing</b> – the sudden or unexpected failure of, or damage caused to external locks, doors or windows which has rendered the <b>Home</b> (excluding garages and outbuildings) insecure, including theft or loss of keys and/or broken external window glass.</p> <p><b>Roofing</b> – Storm or accidental damage to the roof of the <b>Home</b> (excluding garages and outbuildings) necessitating repair.</p> <p><b>Primary Heating System</b> – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the <b>Home</b>.</p> <p><b>Electrical Supply</b> – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) impacting the <b>Home</b> (excluding garages and outbuildings).</p> <p>Covered up to a maximum payable of €300 per incident.</p> <p><b>You</b> can avail of a maximum of four incidents per period of Insurance. The maximum limit of four incidents applies to policies where one or multiple houses are insured.</p>	<ul style="list-style-type: none"> <li>Any loss or damage outside the private dwelling, for example damage to sheds, unconnected garages, and other outbuildings.</li> <li>Any loss or damage in relation to <b>Subsidence, Ground heave</b> or landslide.</li> <li><b>Damage</b> where the property is <b>Unoccupied</b> for longer than 30 consecutive days</li> <li>The cost of any work, which was carried out without approval, including any cost relating to the attempted repair by <b>You</b> or <b>Your</b> own contractor</li> <li>When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc.</li> <li><b>Damage</b> due to Fire, lightning, explosion, tempest, <b>Flood</b>, earthquake, impact or other extraneous cause.</li> <li>Any claim caused by, contributed to, by or arising from: <ul style="list-style-type: none"> <li>ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;</li> <li>the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;</li> <li>war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or</li> <li>Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.</li> </ul> </li> <li>Cover is for emergencies and is does not cover general maintenance and/or repairs or replacements required due to normal wear and tear.</li> <li>Cover is not in place for issues which existed prior to <b>Policy</b> inception.</li> <li>Cover is not in place where the root cause of the problem emanates from a communal area that <b>You</b> do not have sole responsibility for.</li> <li>Subsequent investigation work, such as trace and access, following the emergency repair.</li> </ul>

If the damage is one of the items listed above **You** may also avail of the following benefits:

**Alternative Accommodation** – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, our assistance company will provide overnight accommodation for 4 people, at an establishment of **Your** choice. Subject to a maximum payable of €50 per person up to a total amount payable of €200 for any one incident.

**Furniture Storage** – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, and it is necessary to remove Household furniture for security reasons, **We** will provide 7 days storage for **Your** furniture and transport to and from the security storage location up to a distance of 50km from the **Home**. Subject to a maximum payable of €200 for any one incident.

**Urgent Message Relay** – When an emergency occurs within the **Home** (excluding garages and outbuildings), **We** will relay two urgent messages to a family member at Home or abroad.

## Making a Household Claim

### Emergency Assistance

Accidents can happen. If **You** are unfortunate to have an accident, **You** can now avail of the Emergency Helpline, **0818 208 408**.

### What you should do

First, check **Your** insurance **Policy** to see if the incident that has occurred is covered by **Your Policy**.

If it is, then please dial 0818 208 408. **We** will take details of **Your** claim and can arrange for a contractor to call out to your home and deal with the damage that has occurred. **We** will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim, simply dial 01 609 1436 or 0818 208 408 (24 hours, 365 days a year).

**Our** priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. In the event of a property claim, where **We** elect to settle a claim on a cash basis, we may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work.

**You** must keep your receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, otherwise known as a 'retention amount', will be given to **You** on receipt of the appropriate documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices.)

### Claims Notification Period

Please note that all claims must be notified to Zurich within 30 days of their occurrence. Please refer to the **Policy** Conditions section of this document and familiarise **Yourself** with **Your** obligations as failure to comply could result in **Your** claim being refused.

# Home Protection Tips

## Storm

To minimise damage from storms, we suggest the following:

- Mineral felt roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace the felt where there are signs of deterioration. Remember, your Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

## Fire prevention

Every year many people are killed or injured and homes are destroyed as a result of domestic fires. You can reduce the risk of fire by taking the following precautions:

- Do not overload an electrical point. Unplug all appliances when not in use.
- Repair faulty wiring, frayed leads and loose plugs.
- All fires and heaters should have a secure fireguard. Never leave the room without having a guard in front of the fire.
- All chimneys and/or flues to solid fuel stoves, boilers and open fires should be cleaned by a professional at least once a year. Any damage to the chimney or flues that may give rise to a claim should be reported to us in accordance with the time periods referenced in Condition 7 of this Policy under the heading 'Policy Conditions
- Avoid careless smoking, especially in bedrooms.
- Matches should be kept well away from children.
- Close all internal doors when going to bed.
- Keep heaters away from furniture, curtains and bedclothes.
- Never move or refuel an oil or gas heater while it is lighting.
- Keep all electrical flexes off cooker rings and hobs.
- Be especially careful with chip pans, they should never be left unattended on a lighted cooker.
- You should install at least two smoke detectors in your house. Smoke detectors should be tested regularly to ensure they are working properly. Change the batteries at least twice a year.
- Over the Christmas period, make sure to turn off your Christmas tree lights when leaving your home unattended.
- Do not leave appliances including: dryers, washing machines and dishwashers running if you are leaving your home or going to bed.
- Never leave a burning candle unattended or near any object which may catch fire.

## Water damage

There are various weather hazards which you cannot avoid, but against which you can protect your home.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

## Escape of oil

Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. This damage is often due to weathering or poor original installation. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping. If an escape of oil occurs it may cause damage to the environment which can result in your property being uninhabitable and you may require temporary accommodation.

## Burglary prevention

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered home. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

## Before going on holidays

- If you have an automatic light switch installed, set it to operate at the times you normally switch the lights on.
- Cancel all deliveries, e.g. milk, newspapers etc.
- Ask a neighbour to pop in from time to time to check on the house and to remove post from the letterbox/porch.
- Check that all windows and doors are securely locked.
- Set your intruder alarm, smoke detectors and other alarm systems – check that the batteries in all alarms are working.
- Turn off your water supply at the stopcock.
- Drain your water system and tank or alternatively, maintain an adequate heating level throughout the house to prevent your pipes from freezing if your trip is during winter months

# General Exclusions

## 1. Communicable Disease

This **Policy** does not cover liability resulting directly or indirectly from the transmission of any communicable disease or virus by **You** or **Your Livestock**.

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a. a communicable disease; or
- b. the fear or threat (whether actual or perceived) of a communicable disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, 'communicable disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property

## 2. Liquidation

All cover afforded by this **Policy** will be terminated with immediate effect if the **Business** is wound up or carried on by a liquidator, receiver, examiner or permanently discontinued.

## 3. Northern Ireland

This **Policy** does not cover damage to any property in Northern Ireland or loss resulting from such damage arising from:

- a. riot or civil, labour or political disturbances

## 4. Radioactive

This **Policy** does not cover any expense, Consequential Loss, Legal Liability or damage to any property directly or indirectly 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

## 5. Aircraft

This **Policy** does not cover any expense, Consequential Loss, Legal Liability or damage to any property directly or indirectly arising from:

- a. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 6. Cyber Risk Clarification

The following clarification applies to all **Sections** of the **Policy**.

This **Policy** does not apply to liability, loss, damage, **Business** Interruption, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a. the loss or alteration of or damage to

or

- b. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan Horse.

## 7. Date Recognition (not applicable to Employers' Liability section)

This **Policy** does not cover loss, damage, **Business** Interruption or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the **Insured** or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- a. to correctly recognise any date as its true calendar date
- b. to capture save or retain, and/or to manipulate, interpret or process 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 or retain or correctly process 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 or the inability to capture save retain or correctly process such data on or after any date.

But in respect of all insurance other than Public Liability and Products Liability this shall not exclude subsequent loss, damage or **Business** Interruption (not otherwise excluded) which itself results from a 'Defined Peril' otherwise covered by this **Policy**.

For the purpose of this Exclusion, the following special meaning shall apply:

'Defined Peril' shall mean fire, lightning, explosion, aircraft, or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, subterranean fire, storm, impact by any animal or vehicle or goods falling therefrom.

## 8. War and Terrorism

This **Policy** excludes loss, damage, cost, expense or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power

or

- b. any act of terrorism.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any persons 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 or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This **Endorsement** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

## 9. Genetically Modified Organisms (GMO)

Notwithstanding any other provisions of this **Policy**, it is hereby understood and agreed that this **Policy**, except as set forth in this exclusionary **Endorsement**, expressly excludes coverage or legal liability for any claim in respect of loss, cost and expense directly or indirectly arising out of, resulting from, in consequence of and/or in any way relating to a GMO and/or GMO product.

It is further understood and agreed that this exclusion shall not apply to loss or physical damage to **Livestock** provided that the **Insured** has demonstrably complied with any and all rules, regulations, laws, conditions, and other obligations pertaining to GMO and the handling of GMO.

Definitions for purposes of this Exclusion:

The term genetically modified organism (GMO) shall be taken to mean organisms according to the preceding definitions which have undergone, or whose precursors have undergone, or parts which have undergone, a genetic engineering process which resulted in the genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

The term organism shall be taken to mean any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, microorganisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds.

## 10. Asbestos

The indemnity provided to **You** under this **Policy** shall not apply to or include any liability directly or indirectly caused by or arising from in consequence of or in any way involving asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives but this **Exclusion** shall not apply to **Bodily Injury** or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such **Bodily Injury** or loss of or damage to material property.



# General Conditions

The following conditions are applicable to the **Policy** unless stated to the contrary under the **Section** conditions.

## 1. Law applicable to the contract

The **Insurer** with which **Your** contract is concluded is Zurich which is established in Ireland. Under the relevant European and Irish Legal provision, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

## 2. Abandoning, Property Exclusion

**You** may not, without **Our** consent, abandon any property to **Us**.

## 3. Alteration Of Risk

**You** must tell **Us** immediately of any changes to the following provided by **You** to **Us** prior to the commencement or renewal of this **Policy**:

- information provided in any **Submission**, or otherwise in response to specific questions asked by **Us**;
- the information provided and recorded in any Statement of Fact issued to **You**;
- any additional information voluntarily provided.

When **You** notify **Us** about a change as above, or if **You** otherwise becomes aware of any such change, as referenced above, **We** may reassess the premium chargeable and **Policy** cover more generally.

**We** may refuse a claim made by **You** where there has been a change in the subject matter of the **Policy** which results in a new risk which **We** did not agree to cover and which was beyond **Our** and **Your** reasonable contemplation when the **Policy** was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

## 4. Arbitration

All differences arising out of this contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

## 5. Burning of Waste

- Fire will never be left unattended.
- All fires will be extinguished at least 60 minutes before **You** leave the area, and an inspection must be made by **You** immediately before leaving.
- You** must take reasonable precautions to prevent smoke or dust escaping in any way that might cause nuisance or danger to passers-by or Third Party property.
- You** must check waste materials will be checked to make sure they don't contain explosive substances or pressurised containers.
- You** must have adequate equipment will be kept at hand at all times for controlling or extinguishing the fire.
- With Stubble Burning, **You** must create fire breaks of 3 metres or more before burning starts. It must be away from surrounding walls, gates, fences or other boundaries.
- Burning must not commence when wind conditions could cause accelerated fire spread or excessive smoke drift.

## 6. Cancellation

- We** have the right to cancel **Your Policy**, or any part of it, by giving 10 days notice in writing to **Your** last known address. In the event that **We** cancel **Your Policy**, or any part of it, **You** will be entitled to a pro-rata refund of any premium already paid by **You** in respect of the remainder of the **Period of Insurance**.
- You** have the right to cancel **Your Policy**, or any part of it, by giving **Us** notice in writing and **You** will be entitled to a pro-rata refund of any Premium already paid by **You** in respect of the remainder of the **Period of Insurance**. However, **You** will not be entitled to a refund of Premium if **You** have made a claim during the current **Period of Insurance**. No administration charge will be applied if **You** give notice in writing of **Your** intention to cancel the **Policy** within 14 working days from the date the **Policy** is concluded (the "Cooling-Off Period"). If **You** cancel the **Policy** during any period of insurance outside of the Cooling-Off Period, **We** will deduct an administration charge from any return of premium.

## 7. Currency

It is understood and agreed that the currency of all premiums, **Sums Insured**, indemnities and **Excesses** shown in the **Schedule** of the **Policy** or any renewal notice or **Endorsement** relating to them shall be deemed to be Euro.

## 8. Duty to Comply with Policy Conditions

**You** must comply with the terms, limitations, exclusions, conditions and **Endorsements** of this **Policy** so far as they relate to anything to be done or complied with by **You**, to include **You** cooperating with **Us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this **Policy**, **Your** compliance with the terms, limitations, exclusions, conditions and **Endorsements** of this **Policy** shall be a condition precedent to any liability on **Our** behalf to make any payment under the **Policy**.

Breach of any period specified in a term or condition of this **Policy** for notification to **Us** of a claim, or circumstance that may give rise to a claim, or any other matter referenced in the Claims Conditions **Section** of this **Policy**, will entitle **Us** to refuse payment of a claim where **We** have been prejudiced by the breach in question.

## 9. Highest Excess

Where any single event results in a claim under more than one Section of the **Policy**, the highest **Excess** only will apply.

## 10. Effect of Continuing Restrictive Conditions

In this **Policy**, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- You** breach any such term; and
- during the period of breach **You** suffer a relevant loss; and
- such breach increased, in the circumstances concerned, the risk of the loss suffered by **You**,

**We** will have no liability for the loss.



#### 11. Instalment Premium Clause

Where **We** have agreed to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

#### 12. Insurance Act 1936

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

#### 13. Interpretation

Where the wording of any **Endorsement** attached to the **Schedule** or subsequently issued by **Us**, conflicts with the printed wording of the **Policy Document**, the wording of the **Endorsement** overrides the **Policy Document**.

#### 14. (1) Pre-Contractual Representations

**You** acknowledge and accept the following:

- a. **You** have a legal duty prior to entering into the **Policy** and/or prior to the renewal of this **Policy** to provide responses to questions **We** ask in relation to the risk(s) to be insured.
- b. a matter about which **We** ask a specific question is material to the risk undertaken by **Us** or the calculation of the premium by **Us**, or both.
- c. **You** have a legal duty to answer all questions asked by **Us** honestly and with reasonable care.
- d. while **We** acknowledge that **You** have no legal duty of voluntary disclosure, **You** shall ensure that information which is voluntarily provided by **You** or on your behalf is provided honestly and with reasonable care.

#### (2) Remedies for Misrepresentation

- a. The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under them **Policy** but an answer which was provided, or information which was volunteered, by **You** or on **Your** behalf involves a negligent misrepresentation, the remedy available to **Us** shall reflect what **We** would have done had **We** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - i. if **We** would not have entered into the **Policy** on any terms, **We** may avoid the **Policy** from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - ii. if **We** would have entered into the **Policy**, but on different terms, the **Policy** is to be treated as if it had been entered into on those different terms if **We** so require;
  - iii. if **We** would have entered into the **Policy**, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on the relevant claim.
- b. Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the **Policy**, **We** may either:
  - i. give **You** notice that in the event of a claim **We** will exercise the remedies in paragraphs (a)i.-iii. above as appropriate;and/or
  - ii. terminate the **Policy** by giving reasonable notice.
- c. Where a claim is made under the **Policy** but an answer which was provided, or information which was volunteered, by **You** involves a fraudulent misrepresentation, or where your conduct (relative to the **Policy** or the steps leading to its formation) involves fraud of any other kind, **We** shall be entitled to avoid the **Policy** from the date of commencement or renewal (as the case may be) without return of premium.

#### 15. Other Insurances

If at the time of the claim there is any other **Policy** covering the same property or occurrences insured by this **Policy**, **We** will be liable only for **Our** proportionate share.

#### 16. Precautions taken by You

**You** will take all reasonable steps to protect people and property, maintain **Your** property, prevent accidents and comply with laws and/or regulations and take reasonable care in the selection and supervision of employees; this includes employees or members of the public Working at height, **You** shall ensure that work is not carried out at height where it is reasonably practicable to carry out the work safely by other means this includes taking all reasonable practicable steps and precautions to carry out work safely without risk to health. Where Work at height is necessary safe systems of work should be established and proper planning and organisation take place in accordance with the Safety Health and Welfare at Work (Work at Height) Regulation(s).

#### 17. Premium Alterations

If an alteration to the **Policy** results in an additional premium due to **Us** or a refund due to **You**, **We** will only charge or refund such premium provided the amount involved is greater than or equal to €10.

#### 18. Stamp Duty

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

#### 19. Subrogation

For the purposes of this clause only, the expression "**Insured Person**" shall mean the **Insured** (as stated on the **Schedule**) and any other person entitled to be indemnified under this **Policy**.

Save as provided below, **We** shall be entitled to take the benefit of any rights of the **Insured Person** against any other party before or after the **Insured Person** has received indemnification under this **Policy** and the **Insured Person** shall give all assistance as may be reasonably required by **Us**.

This clause applies where the **Insurer** has the right to be subrogated to the **Insured Person's** rights against some other person but the **Insured Person** has not exercised those rights and might reasonably be expected not to exercise those rights because

- a. the **Insured Person** and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) or
- b. the **Insured Person** expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this **Policy**.

Where in the above circumstances the other person is not insured in respect of their liability to the **Insured Person**, **We** do not have the right to be subrogated to the **Insured Person's** rights against that other person.

Where the other person is so insured, **We** may not recover from the other person an amount greater than the amount that that person may recover under their insurance **Policy**.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the **Insured Person** is an employer, **We** will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

**20. Survey Requirements**

**You** must implement any requirements made following a survey of the **Premises** within the time specified by **Us** or **Our** representative. It is a condition precedent that **You** must comply with all survey risk requirements required within the time frame specified by **Us**.

**21. Your Death**

If **You** die **We** will insure **Your** legal personal representative for any liability **You** had previously incurred under the **Policy** provided that they comply with the terms of the **Policy**.

# Claims Conditions

## 1. Liability Claims

### Action by You

On the happening of any occurrence which could give rise to a claim **You** shall:

- give immediate notice to **Us**.
- forward to **Us** immediately on receipt any letter, claim, writ, injury's board notice, or letter or notice from any similar body, summons or proceedings received in connection with the occurrence
- give all necessary information and assistance to **Us** to enable **Us** to deal with, settle or resist any claim as **We** may think fit. Such information and assistance shall be given without any delay
- so far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant or fitting after an accident has occurred until **We** have had an opportunity of carrying out an inspection
- **You** shall not:
  - take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **Us**
  - give any information or assistance to any person claiming against **You** without **Our** consent.
- **We** shall, for as long as **We** desire, take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which **We** may be liable under the **Policy**.

## 2. Non-Liability Claims

### Action by You

a. In the event of damage **You** shall:

- notify **Us** immediately
- notify An Garda Síochána immediately when it becomes evident that any damage has been caused by stealing or attempted stealing, riot or civil commotion, labour or political disturbances or vandals or malicious persons
- carry out and permit to be taken any action which may be reasonably practicable to prevent further damage
- deliver to **Us** at **Your** expense:
  - full information in writing of the property lost destroyed or damaged and of the amount of damage
  - details of any other insurance on any property insured by this **Policy**.

Within 30 days after damage (7 days in the case of damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as **We** may allow:

- all such proofs and information relating to the claim as may reasonably be required
- if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

b. In the event of any damage in consequence of which may give rise to a claim under the **Business Interruption Section** of this **Policy** **You** shall:

- notify **Us** immediately
- deliver to **Us** at **Your** expense within 7 days of its happening full details of damage caused by stealing or attempted stealing, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
- with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss
- not later than 30 days after the expiry of the Indemnity Period or within such further time **We** may allow, deliver to **Us** in writing particulars of the claim together with details of all other insurance covering property used by **You** on the **Premises** for the purpose of the **Business** or any part of it or any resulting **Business Interruption**
- deliver to **Us** such books of account and other **Business** books, vouchers, invoices, balance sheets and other documents proofs, information explanation and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

## 3. Arbitration

If any dispute shall arise under this **Policy**, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us**. If agreement on the appointment of an arbitrator cannot be reached within 30 days, the President for the time being of the Law Society of Ireland shall make such appointment on the application of either party.

This Condition shall not affect any statutory or other legal right **You** have to take any other legal action or exercise any other legal right or remedy including **Your** right to refer any complaint to the Financial Services Ombudsman.

## 4. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **You** either know that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (**Fraudulent Claim**) **We** shall be entitled to:

- a. refuse to pay the claim; and
- b. terminate the **Policy** by written notice in which case cover under the **Policy** shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **We** shall refuse all liability to **You** under the **Policy** in respect of any claim made after the date of submission of the **Fraudulent Claim** (but not in respect of any claim(s) made before submission of the **Fraudulent Claim**) and **We** need not return any of the premiums paid under the **Policy**.

## 5. Right to Settle

**We** shall have the right to settle a claim by:

- a. the payment of money
- b. reinstatement or replacement of the property lost or damaged
- c. repair of the property lost or damaged.

If **We** decide upon reinstatement, replacement or repair **We** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** shall not spend on any one item more than its **Sum Insured**.

## 6. Salvage

**We** have the right to the salvage of any insured property. In addition **We** have the right to enter the **Building(s)** where the damage has happened and take and keep any of the property insured and to deal with salvage in a reasonable manner.

# Complaints Procedures

At Zurich, **We** care about **Our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that **You** have cause for complaint, either in relation to **Your Policy** or any aspect regarding the standard of **Our** service, please see the steps outlined below.

- If you have arranged **Your Policy** with Zurich through a Broker, **You** should firstly direct your complaint to the Broker with whom **You** arranged **Your Policy**.
- If the matter remains unresolved to **Your** satisfaction **You** can contact Zurich at 01 667 0666 or alternatively **You** can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customer@zurich.ie](mailto:customer@zurich.ie).
- If the complaint is still not resolved to **Your** satisfaction, **You** can write to the Chief Executive Officer at the aforementioned address, or alternatively **You** may wish to contact:
  - i. Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: 01 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - ii. The Central Bank of Ireland, P.O. Box 559, Dublin1. Telephone: 01 224 5800.
  - iii. Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: 01 676 1914.

**Your** right to take legal action is not affected by following any of the above procedures.

# Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

**Note:** If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

## What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as Insurance Link maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

### Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on Insurance Link. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

### Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

### Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

### Data subject rights

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

### Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.

## Customer Information

### a. Legal Expenses

Legal Expenses insurance is provided as standard and underwritten by the Underwriter for this **Section** as shown in **Your Policy Schedule**. This section has separate terms and conditions and please refer to **Your** Legal Expenses **Policy** document and **Schedule** for complete details.

### b. Farm Safety

Farms can be dangerous workplaces and therefore Farm Safety has never been more important. To help **we**'ve listed some of the key Farm safety priority areas and simple tips to ensure **You** and **Your** family can be safe while on the farm.

To see these please visit our website <https://www.zurich.ie/farm-insurance/>



**Zurich Insurance Europe AG**

PO Box 78, Wexford, Ireland.

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