

Farm Protection Insurance

Product Update Summary
(for policies purchased through a broker)



We would like to advise you of the following updates which apply to your Policy from your renewal date. These updates include changes following the enactment of the Consumer Insurance Contracts Act 2019.

This Product Update Summary document applies to customers who have renewed their policy through a broker on or after 1st March 2022 (policy number that contains ZFP).

Please review this document carefully in conjunction with your existing Policy document, as this document sets out changes including certain limitations to cover, such as new definitions, exclusions and conditions to the cover provided under your existing Policy and it is critical that you familiarize yourself with the changes. Failure to do so may impact your understanding of cover available under your updated Policy.

You can find your updated Policy Booklet at:
www.zurich.ie/farm-insurance-documents/
Please check this carefully as it sets out certain exclusions from the cover provided under your Policy.

Summary of Changes:

Section: “Your Policy/The Contract of Insurance – Farm Protection Insurance Policy”

The wording under the above section has been replaced. Please see updated policy wording below:

Zurich Insurance plc (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.

Section: “Contents”

The subsections under “Section 1 – Farm Commercial” have been updated to include the following:

d. Forestry

The subsections under “Customer Information” have been updated to include the following:

a. Legal Expenses

b. Farm Safety

Section: “General Definitions”

The sub section title “Meaning of words” has been removed and the amended wordings below appear under the section entitled “General Definitions”. Please see the updated wording below:

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:

- a. 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
- b. the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
- c. 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
- d. the Repair and Maintenance of vehicles or plant owned or used by You in the course of the Business
- e. 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 plc.

21. You, Your, Insured

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

Section: “General Conditions”

The above section has been updated to include new sub sections as follows:

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:

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

When You notify Us about a change as above, or if We 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

- a. Fire will never be left unattended.
- b. 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.
- c. 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.
- d. You must check waste materials will be checked to make sure they don't contain explosive substances or pressurised containers.
- e. You must have adequate equipment will be kept at hand at all times for controlling or extinguishing the fire.
- f. 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.
- g. Burning must not commence when wind conditions could cause accelerated fire spread or excessive smoke drift.

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

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:

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

We will have no liability for the loss.

Section: “General Conditions”

The wording under sub section “4. Instalment Premium Clause” has been replaced. Please see the updated policy wording below:

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.

Section: “General Conditions”

The wording under sub section “7. Misrepresentation” has been replaced. Please see the updated wording below:

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 the 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.

Section: “General Conditions”

The wording under sub section “9. Precautions taken by You” has been replaced. Please see the updated wording below:

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).

Section: “General Conditions”

The wording under sub section “10. Stamp Duty” has been replaced. Please see the updated policy wording below:

18. Stamp Duty

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

Section: “General Conditions”

The wording under sub section “11. Subrogation” has been replaced. Please see the updated wording below:

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 the 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.

Section: “General Conditions”

The wording under sub section “12. Survey Requirement” has been replaced. Please see the updated wording below:

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.

Section: “General Conditions”

The wording under sub section “13. Warranties” has been removed.

Section: “General Exclusions”

The wording under sub section “1. Communicable Disease” has been replaced. Please see the updated wording below:

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

Section: “General Exclusions”

The wording under sub section “3. Northern Ireland” has been replaced. Please see the updated wording below:

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

Section: “General Exclusions”

The wording under sub section “4. Radioactive/Aircraft” has been replaced by the two sub sections below. Please see the updated wording below:

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.

Section: “General Exclusions”

The wording under sub section “5. Cyber Risk Clarification” has been replaced. Please see the updated wording below:

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.

Section: “General Exclusions”

The wording under sub section “6. Date Recognition (not applicable to Employers’ Liability section)” has been updated. Please see the updated wording below:

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.

Section: “General Exclusions”

The wording under the above section has been extended to include new sub sections as follows:

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.

Section: “Claims Conditions”

The wording under sub section “2. Non-Liability Claims – Action by You” paragraphs “(b)” and “(d)” have been removed.

Section: “Claims Conditions”

The wording under sub section “4. Fraudulent Claims” has been replaced. Please see the updated policy wording below:

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.

Section: “1 – Farm Commercial”

The Section “1 Farm Commercial”, sub section “1 (a) – Farm Property – Meaning of Words” has been removed and replaced by a new section entitled “Section 1 – Farm Commercial & Section 2 – Business Interruption”, sub sections “Section Definitions” and “Definitions”. The definitions included in this sub section apply to all of “Section 1 – Farm Commercial” and “Section 2 – Business Interruption”. Please see the updated title and wording below:

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 (a) – Farm Property”

The title of the above section has been amended as follows:

Section 1 (a) – Farm Property Damage

Section: “1 (a) – Farm Property Damage – The Cover”

The wording under sub section “1 (a) – Farm Property Damage – The Cover” has been replaced. Please see the updated wording below:

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.

Section: “1 (a) – Farm Property Damage – What is Insured”

The wording under sub section “1 (a) – Farm Property Damage – What is Insured – Events – 8. Storm” has been amended. Please see the updated wording below:

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 hedge
- f. Damage caused by Flooding.

Section: “1 (a) – Farm Property Damage – What is Insured”

The wording under sub section “1 (a) – Farm Property Damage – What is Insured” has been updated to also include the following Events; however it is important to note the cover described below only applies if you have chosen it, you have paid the appropriate premium and if the cover is confirmed in your policy schedule. The following Events are insured only when Specified in Your Schedule

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 finishor 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
 - iii. jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
 - iv. property in transit
 - v. glass, china, earthenware, marble or other fragile or brittle objects
 - vi. money bonds or securities of any description
- m. Damage in respect of
 - iii. vehicles licensed for road use (including accessories on them), caravans, trailers, railway Locomotives, rolling stock watercraft or aircraft and all forms of drones.
 - iv. property or structures in course of Construction or erection and materials or supplies in connection with all such property or structures
 - v. Lands, roads, pavements, piers, jetties, bridges, culverts or excavations
 - vi. 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 – What is not Insured”

The title of the above sub section has been changed to “Section 1 (a) – Farm Property Damage Exclusions”. Furthermore, the wording under sub section “1 (a) – Farm Property – What is not Insured” paragraphs number “2” and “3” has been removed.

Section: “Extensions Applicable to Section 1 (a) Farm Property”

The title of the above sub section has been changed to “Section 1 (a) – Farm Property Damage Extensions”. Furthermore, the wording under this sub section has been replaced under the new title. Please see the updated wording below:

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:

- a. 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

- a. 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.
- b. 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

- a. 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
- b. 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:
 - i. 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
 - ii. 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
 - iii. 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.

Section: “1 (a) – Farm Property Damage Extensions”

The wording under sub section “1 (a) – Farm Property Damage Extensions” has also been updated to include the following new paragraphs:

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: “Clauses applicable to Section 1 (a) Farm Property”

The title of the above sub section has been changed to “Section 1 (a) – Farm Property Damage Clauses”. Furthermore, the wording under this sub section has been replaced under the new title. Please see the updated wording below:

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 Conditions”

A new sub section has been included entitled “Section 1 (a) – Farm Property Damage Conditions”. The condition “1. Average (Underinsurance)” has been included under this sub section. This replaces “Clause 1 – Average” which was under sub section “Clauses applicable to Section 1 (a) Farm Property”. Please see the updated wording below:

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.

Section: “1 (a) – Farm Property Damage Conditions”

The wording under sub section “1 (a) – Farm Property Damage Conditions” has been amended to include the following condition:

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.

Section: “1 (a) – Farm Property Damage Conditions”

The wording under sub section “1 (a) – Farm Property Damage Conditions” has also been updated to include the following new conditions:

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:

1. must be operated as per manufacturers guidelines.
2. have all thermostats & automatic control gear must be regularly maintained & serviced.
3. must be regularly maintained & serviced as per the manufacturers guidelines.
4. must be supervised when in use.
5. dust extractor’s must be regularly maintained and serviced as per manufacturers guidelines and filters regularly checked

Section: “1 (b) – Livestock – Meaning of Words”

The wording under sub section “1 (b) – Livestock – Meaning of Words” has been replaced. Please see the updated wording below:

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.

Section: “1 (b) – Livestock – What Is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 1. Fire, Lightning & Explosion” has been updated to also include the following:

1.5 Subterranean Fire

Section: “1 (b) – Livestock – What Is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 2. Flood” has been updated to also include the following:

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 landslip

Section: “1 (b) – Livestock – What is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 7. Mortality” has been updated.

Please see the updated wording below; however, it is important to note cover described below only applies if you have chosen it, You have paid the appropriate premium and the cover is confirmed in the Schedule:

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.

Section: “1 (b) – Livestock – What is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 8. Bovine Tuberculosis and/or Brucellosis” has been updated. Please see the updated wording below; however, it is important to note cover described below only applies if you have chosen it, You have paid the appropriate premium and the cover is confirmed in the Schedule in respect of animals specified:

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.

Section: “1 (b) – Livestock – What is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 9. Impotence of Bulls/Rams Accident and Illness” has been updated. Please see the updated wording below; however, it is important to note cover described below only applies if you have chosen it, You have paid the appropriate premium and the cover is confirmed in the Schedule in respect of animals specified:

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.

Section: “1 (b) – Livestock – What Is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 10 Sheep Worrying” has been replaced. Please see updated wording below:

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).

Section: “1 (b) – Livestock – What Is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured” has also been extended to include the following Event, however, it is important to note cover described below only applies if you have chosen it, You have paid the appropriate premium and the cover is confirmed in your policy schedule

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.

Section: “1 (b) – Livestock – What is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured” has also been extended to include the following Event; however, it is important to note cover described below only applies if you have chosen it, You have paid the appropriate premium and the cover is confirmed in your policy schedule

12. Accidental Poisoning Cover (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

Section: “1 (b) – Livestock – What is Insured – Events – 13. Pedigree Livestock”

The wording under the above Event has been newly added to the Farm Protection Insurance Policy Document; please review should you wish to avail of the cover provided under this new section.

Section: “1 (b) – Livestock – What is not Insured”

The title of this sub section has been replaced. Please see the updated title below:

Section 1 (b) – Livestock Exclusions

Section: “1 (b) – Livestock Exclusions”

The wording under sub section “1 (b) – Livestock Exclusions – What is not Insured – No. 5” has been updated as follows:

5. pregnancy or parturition or castration except insofar as covered under Pedigree Event 13 where selected and noted in Your Schedule

Section: “1 (b) – Livestock Exclusions”

The wording under sub section “1 (b) – Livestock Exclusions – What is not Insured – No. 9” has been updated as follows:

9. poison, malnutrition or neglect (except where specifically insured under 12. Accidental Poisoning or Fatal Injury Pedigree Livestock)

Section: “1 (b) – Livestock Exclusions”

The wording under sub section “1 (b) – Livestock Exclusions – What is not Insured” has been updated to also include the following exclusion:

13. unintentional or deliberate botulism

Section: “Clauses Applicable to Section 1 (b) – Livestock”

The title of the above sub section has been changed to “Section 1 (b) – Livestock Extensions”. Furthermore, the wording under this sub section has been extended to include the following automatic cover under the new title.

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:

- i. 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.
- ii. 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 11 when Specified in Your policy Schedule

Section: “1 (b) – Livestock Extensions”

The wording under sub section “1 (b) – Livestock Extensions – Average” has been moved to sub section “1 (b) – Livestock Conditions”.

Section: “Conditions Applicable to Section 1 (b) Livestock”

The title of the above sub section has been changed to “Section 1 (b) – Livestock Conditions”. Furthermore, the wording under this sub section has been replaced under the new title. Please see the updated wording below:

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) – Refrigerated Milk Storage Tanks"

The title of this Section 1 (c) has been amended. Please see updated title below:

Section 1 (c) – Deterioration of Milk

Note: throughout this section the reference to Refrigerated Milk Storage Tank(s) has been updated to note Bulk Milk Tank(s) or Refrigerated Milk Storage Tank(s)

Section: "1 (c) – Refrigerated Milk Storage Tanks – Meaning of Words"

The title of the sub section "1 (c) – Refrigerated Milk Storage Tanks – Meaning of Words" has been changed to "1 (c) – Deterioration of Milk – Meaning of Words – Definitions". Furthermore, the wording under this new title has been updated. Please see the updated title and wording below:

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.

Section: "1 (c) – Deterioration of Milk – The Cover"

The wording under the above sub section "1 (c) – Deterioration of Milk – The Cover" has been replaced.

Please see updated wording below:

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

Section: “1 (c) – Deterioration of Milk – What is Insured”

The wording under the above sub section has been updated. Please see the updated wording below:

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:
 - 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
 - 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 processer 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 treatment

The 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) – Refrigerated Milk Storage Tanks – What is not Insured”

The title of the above sub section has been changed and the wording updated. Please see the updated title and wording below:

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) Extensions Applicable to Section 1 (c) Refrigerated Milk Storage Tanks” and “Special Terms and Conditions applicable to Section 1 (c) Refrigerated Milk Storage Tanks”

The above sub sections have been amalgamated into one sub section and the title has been amended to “Section 1 (c) – Deterioration Milk Conditions”. Furthermore, the wording under this sub section has been updated under the new title. Please see the updated wording below:

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”

The wording under the above section has been newly added to the Farm Protection Insurance Policy Document; please review should you wish to avail of the cover provided under this new section.

Section: “2 – Business Interruption”

The words “CONSEQUENTIAL LOSS” throughout this section has been replaced by “Business Interruption”

Section: “2 – Business Interruption – The Cover”

The wording under paragraph 1 of sub section “2 – Business Interruption – The Cover” has been updated to also include an exclusion in relation to “Section 1 (d) Forestry”. Please see the updated wording below:

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.

Section: “2 – Business Interruption – The Cover”

The wording under sub section “2 – Business Interruption – The Cover” has been updated to also include the following “2. Additional Increased Cost of Working”

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.

Section: “2 – Business Interruption – The Cover”

The wording under “3. Farming Continuation Expenses (Arable and Stock Farming)” has been replaced. Please see the updated wording below:

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.

Section: “2 – Business Interruption – What is Insured”

The wording under sub section “2 – Business Interruption – What is Insured – Events, 8. Storm”; paragraph (d) has been amended and paragraph (f) has been included. Please see the amendments below:

- 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
- f. Damage caused by Flooding

Section: “Clauses Applicable to Section 2 Business Interruption”

The title of the above sub section has been changed to “Section 2 – Business Interruption Extensions”. Furthermore, the wording under this sub section has been extended to include the following:

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”

The wording under Section “2 – Business Interruption” has been updated to include new a sub section as follows:

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”

The wording under Section “2 – Business Interruption” has been updated to include new a sub section as follows:

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”

Under Section “3. Employers Liability, Section 4 – Public Liability & Section 5 – Products Liability”, a new sub section has been added entitled “Section Definitions”. Definitions applying to sections 3, 4 and 5 are included under this title. Please see the updated wording below:

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. volunteer while 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 – Extensions to Section 3 Employers Liability”

The title of the above sub section has been changed to “Section 3 – Employers Liability Extensions”.

Furthermore, the wording under this sub section has been extended to include the following:

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 wording under sub section “3 – Employers Liability Exclusions – What is not Insured” has been updated to also include the following:

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

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 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 – Special Condition applicable to Section 3 Employer’s Liability Cover”

The title of the above sub section has been changed to “Section 3 – Employer’s Liability Conditions”.

Furthermore, the wording under this sub section has been extended to include the following:

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

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

Section: “Applicable to Section 4 Public Liability and Section 5 Products Liability – What is not Insured”

The paragraph numbers 1 to 4 under this sub section have been noted separately as paragraphs 14 to 17 under sub section “4 – Public Liability Exclusions – What is not Insured” Please see below:

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

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

Section: “Applicable to Section 4 Public Liability and Section 5 Products Liability”

The wording under paragraph number "5" under the above sub section has been noted separately under Section “4 – Public Liability Exclusions – What is not Insured” as paragraph number "18". Furthermore, the wording of paragraph number "18" as been amended. Please see the updated wording below:

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

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.

Section: “4 – Public Liability Exclusions”

The wording under sub section “4 – Public Liability Exclusions – What is not Insured”, paragraph number “9” has been replaced. Please see updated wording below:

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

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.

Section: “4 – Public Liability Exclusions”

The wording under the above section “4 – Public Liability Exclusions – What is not Insured”, paragraph number “10” has been replaced. Please see updated wording:

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

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.

Section: “4 – Public Liability Exclusions”

The wording under the above sub section, paragraphs 10, 11 and 12 have been re-numbered as paragraphs 11, 12, and 13. Please see below:

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

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

Section: “4 – Public Liability Exclusions”

The wording under the sub section “4 – Public Liability Exclusions – What is not Insured” has been updated to also include the following paragraphs:

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

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
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 – Special Condition applicable to Section 4 Public Liability”

The title of sub section “4 – Special Condition applicable to Section 4 Public Liability” has been amended. Please see the updated title below:

Section 4 – Public Liability Conditions

Section: “4 – Public Liability Conditions”

The wording for “Discharge of Liability” has been moved to Section “4 – Public Liability”, sub section “Public Liability Conditions”.

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.

Section: “4 – Public Liability Conditions”

The wording “Stubble Burning Warranty” has been moved to Section “4 – Public Liability”, sub section “Public Liability Conditions”. Furthermore the title of this condition has been amended as follows:

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: “Extensions to Section 4 Public Liability”

The title of the above sub section has been changed to “Section 4 – Public Liability Extensions”. Furthermore, the wording under this sub section has been extended to include the following:

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.

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.

Section: “4 – Public Liability Extensions – Private Work”

The wording under the above sub section “4 – Public Liability Extensions – Private Work” has been removed.

Section: “Applicable to Section 4 Public Liability and Section 5 Products Liability – What is not Insured”

The paragraph numbers 1 to 4 under this sub section have been noted separately as paragraph number 4 to 7 under sub section “5 – Products Liability Exclusions – What is not Insured”. Please see below:

We will not indemnify You in respect of any liability:

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

Section: “Applicable to Section 4 Public Liability and Section 5 Products Liability”

The wording under paragraph number “5” under the above sub section has been noted separately under Section “5 – Products Liability Exclusions – What is not Insured” as paragraph number “8”. Furthermore, the wording of paragraph number “8” as been amended. Please see the updated wording below:

We will not indemnify You in respect of any liability:

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: “6 – Agricultural Tractor/Motor Special Types”

The title of this section has been amended. Please see the updated title below:

Section 6 – Agricultural Motor

Section: “6 (a) – Liability to Third Parties – Meaning of Words”

The sub section “6 (a) – Liability to Third Parties – Meaning of Words” has been removed and replaced by a new sub section “Section 6 – Agricultural Motor – Meaning of Words”. The definitions included in this sub section apply to all of “Section 6 – Agricultural Motor”. Please see the updated title and wording below:

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 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) Your 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”

The wording under sub section “6 (a) – Liability to Third Parties” has been replaced. Please see the updated wording below

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 VehicleThe 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 Party Excepted Persons”

The title of sub section “6 (a) – Liability to Third Parties – Excepted Persons” has been replaced. Furthermore, the wording under this new title has been updated. Please see the updated title and wording below:

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 (a) – Liability to Third Parties Extensions”

A new sub section “6 (a) – Liability to Third Parties Extensions” has been included as follows:

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 (b) – Loss or Damage”

The title of the above sub section has been changed to “Section 6 (b) – Loss or Damage to the Insured Vehicle”. Furthermore, the wording under this sub section has been replaced under the new title. Please see the updated wording below:

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 – Exceptions”

The title under “6 (b) – Loss or Damage – Exceptions” has been amended. Furthermore, the wording under this sub section has been replaced. Please see the updated title and wording below:

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"

A new sub section "6 (b) – Loss or Damage Conditions" has been included. Please see the updated wording below:

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"

A new sub section "6 – General Agricultural Motor Extensions" has been included. Please see the updated wording below:

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 – Agricultural Tractor/Motor Special Types – Endorsements”

The wording under sub section “Endorsements” has been removed.

Section: “6 General Exceptions Applicable to Section 6 (a) and 6 (b) Agricultural Tractor/Motor Special Types”

The title of the above sub section has been amended. Furthermore the wording under this sub section has been replaced. Please see the updated title and wording below:

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: "Conditions under Section 6 (a) and 6 (b) Agricultural Tractor/Motor Special Types"

The title of this sub section has been changed to "Section 6 – Agricultural Motor Conditions". Furthermore the wording under this sub section has been replaced under the new title. Please see the updated wording below:

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: Conditions under Section 6 (a) and 6 (b) Agricultural Tractor/Motor Special Types

The condition "5. Duty to comply with Policy Conditions" has been removed from the above sub section and replaced by condition 8 under the section "General Conditions".

Section: “7 – Farm Personal Accidents”

The wording under sub section “7 – Farm Personal Accident – Meaning of Words” has been updated as follows:

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.

Section: “7 – Farm Personal Accident”

The wording under section “7 – Farm Personal Accident” has been updated as follows:

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.

Section: “7 – Farm Personal Accident Extensions”

A new sub section “7 – Farm Personal Accident Extensions” has been included. Furthermore, the wording “Medical Expenses” has been moved to this new sub section.

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.

Section: “7 – Farm Personal Accident Extensions”

The wording under sub section “7 – Farm Personal Accident Extensions” has been updated to also include the following:

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”, sub sections “Provisos” and “Special Conditions”

The wording under sub sections “Provisos” and “Special Conditions” have been replaced under a new sub section. Please see the updated wording below:

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: “7 – Farm Personal Accident Exclusions”

The wording under section “7 – Farm Personal Accident” has been updated to include a new sub section as follows:

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: “8 – Farm Home Insurance”

Certain wordings under section “8 – Farm Home Insurance – Meaning of Words” have been updated as follows:

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, 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.

11. Premises

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

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”

Certain wordings under sub section “8 (a) – Buildings – The Cover – What is insured” have been updated as follows:

9. Collision with the Buildings, by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.

14. Blockage of sewer pipes.

The cost of breaking into and repairing the pipe between the main sewer and the Home following the blockage of the pipe.

The most We will pay is €1500.

17. Fire brigade charges.

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 Buildings insured in circumstances which have or may have given rise to a valid claim under this Policy. The maximum amount payable in respect of this cover under all Sub-Sections of Section 8 of the Policy as a whole is €10,000 for any one incident

19. Trace and Access.

We will pay up to €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which water or oil has escaped and has resulted in damage

Section: “8 (a) – Buildings”

Certain wordings under sub section “8 (a) – Buildings – The Cover – What is not insured” have been updated as follows:

3. Subsidence or Ground Heave of the site on which the Buildings stand or landslip

Loss or damage

- caused by Settlement 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
- caused by building on made-up ground or filled-in land,
- to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts unless liability is admitted under the Policy for loss or damage to the Home from the same cause occurring at the same time
- to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause
- associated with such causes arising prior to payment of premiums for the Period of Insurance in which a claim may arise. Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground Heave or landslip unless same has been disclosed to and accepted by Us.
- The first €2,500 of each incident of loss or damage.

7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.

Loss or damage:

- caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- to any fixed domestic water installation, heating installation or appliance from which the water escapes
- 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.
- due to wear and tear, rust, or gradual deterioration

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 Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- to any fixed domestic heating installation from which the oil escapes due to wear and tear, rust, or gradual deterioration.
- due to wear and tear, rust, or gradual deterioration.

The first €500 of each incident of loss or damage

Section: “8 (a) Buildings – Settling claims”

The wording under sub section “8 (a) – Buildings – Settling claims” has been updated to include new paragraphs as follows:

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:

- 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.

Underinsurance

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.

Section: "8 (a) Buildings – Settling claims"

The wording under sub section "8 (a) – Buildings – Settling claims – Additional costs" has been updated as follows:

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).

Section: “8 (a) Buildings – Settling claims”

The wording under sub section “8 (a) Buildings – Settling claims – Index Linking” has been updated as follows:

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

Section: “8 (b) – Contents”

Certain wordings under sub section “8 (b) – Contents – The Cover – What is insured” have been updated as follows:

22. Fatal Accidents.

Fatal injury to You and/or Your spouse or partner as a direct result of:

- fire, accident or assault, in the Premises
- an accident while travelling within the Territorial Limits as a fare-paying passenger in any road or rail vehicle
- assault in the street within the Territorial Limits, provided death follows within 12 months of the injury.

The maximum amount payable by Us is €3,250 in respect of any one incident.

25. Tenant's Liability

Your legal liability as tenant for loss or damage to the Buildings caused by an event in paragraphs 1 to 14 and 17 of Section 8 (a) Buildings.

The most We will pay is 10% of the sum insured by this Section

28. Fire brigade charges.

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 Buildings insured in circumstances which have or may have given rise to a valid claim under this Policy. The maximum amount payable in respect of this cover under all Sub-Sections of Section 8 of the Policy as a whole is €10,000 for any one incident.

32. Visitors' personal effects

The most We will pay in respect of loss or damage to all visitors' personal effects, arising out of one event, is €800

33. Domestic Employees.

Loss or damage by a cause insured under the events in paragraphs 1 to 11 of this Section to clothing and personal effects belonging to domestic employees while such property is in the Premises or while with You or Your Family in any other domestic residence. The most we will pay is €1,500

Section: “8 (b) – Contents”

Certain wordings under sub section “8 (b) – Contents – The Cover – What is not insured” have been updated as follows:

3. Subsidence or Ground Heave of the site on which the Buildings stand or landslip.

Loss or damage:

- caused by Settlement 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
- caused by building on made-up ground or filled-in land
- unless the Home is damaged at the same time by the same cause
- to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause
- associated with such causes arising prior to payment of premiums for the Period of Insurance in which a claim may arise.

Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground Heave or landslip unless same has been disclosed to and accepted by Us.

13. Audio, TV and video equipment.

Damage:

- while any part of the Home is lent, let or sub-let
- 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
- to records, audio, video or computer discs, tapes or cassettes
- to telephones or telephone equipment
- caused by computer viruses.

The first €250 of each incident of loss or damage

15. Credit cards.

Financial loss arising from unauthorized use by a member of Your Household.

Financial loss arising from unauthorized use following theft of Credit Cards from the Home while any part of the Home is lent, let or sub-let unless entry to or exit from the Home is made using violence and force.

Any liability You incur following breach of the terms and conditions of use of the Credit Card.

Confiscation or detention by customs or other officials

18. Contents temporarily removed.

Loss or damage caused by storm, Flood or falling trees or branches while the Contents are in transit or in the open.

Contents in accommodation housing one or more full time students.

Theft of Contents without using violence or force, whether in entering or exiting a building or otherwise.

Property removed for sale or exhibition or to a furniture depository.

Stealing of Money.

Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this Section.

The first €250 of each incident of loss or damage.

25. Tenant's Liability

Any loss or damage or amount shown as not insured under paragraphs 1 to 14 and 17 of Section 8 (a) Buildings

27. Liability to the public

Liability arising directly or indirectly from the ownership or use of:

- aircraft and all forms of drones
- mechanically propelled vehicles including e-bikes and e-scooters (except domestic garden implements used within the boundary of the Premises, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)
- 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
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except shotguns or airguns used for sporting activities)
- animals (except horses and pets which are normally domesticated in the Republic of Ireland).

32. Visitors' personal effects

Loss or damage

- while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force
- caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- caused by a member of Your Household other than domestic staff
- Personal effects more specifically insured under another insurance Policy
- while any part of the home is lent, let or sub-let

Section: “8 (b) – Contents – Settling Claims”

The wording under sub section “8 (b) – Contents – Settling Claims” has been replaced. Please see the updated wording below:

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 56, 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

Section: “8 (b) Settling Claims”

The wording under sub section “8 (b) – Contents – Settling claims”, paragraph “Index Linking” has been updated as follows:

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”

Certain wordings under sub section “8 (c) – All Risks – The Cover – What is not insured” have been updated as follows:

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 You or a member of Your Household, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.

Losses of individual charms unless soldered to the bracelet.

Breakage of strings, reeds or drum heads on musical instruments.

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.

Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.

Stealing of property from an unattended road vehicle unless from a locked boot or locked glove compartment.

Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim.

Item 1 – Unspecified Personal Possessions

Any article insurable under Sections:

8 (d) Sports Equipment or 8 (e) Pedal Cycles.

Laptops/Tablets

Mobile/Smart Phones

Medical equipment including hearing aids, contact lenses, dentures

Camping equipment, guns or tools of any kind.

Money of any kind

Stealing of property from an unattended road vehicle unless from a locked boot.

The first €50 of each incident of loss or damage.

NOTE: Under this special automatic cover, mobile phones are excluded.

Item 2 – Specified Personal Possessions

In respect of Mobile/Smart Phones:

- Loss or damage caused by stealing where the mobile/smart phone is on or about the person unless it is appropriately concealed
- Loss of the mobile/smart phone where it has been left unattended or it has not been appropriately concealed on or about the person.

The first €50 of each incident of loss or damage.

Section: “8 (c) – All Risks”

The wording under sub section “8 (c) – Settling Claims” has been replaced. Please see the updated wording below:

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 (e) – Pedal Cycles”

Certain wordings under sub section “8 (e) – Pedal Cycles – The Cover – What is not insured” has been updated to also include:

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.

Section: “8 (h) – Home Emergency Assist”

The wording under the above section has been newly added to the Farm Protection Insurance Policy Document; please review this section of the policy document should your Farm Home Insurance be insured with us.

Section: “Customer Information”

The “Customer Information” subsection (a) has been updated to include the following:

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.

The “Customer Information” subsection (b) has been updated to include the following:

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

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: www.zurich.ie

Zurich Insurance plc is regulated by the Central Bank of Ireland.

Intended for distribution within the Republic of Ireland.

173008044 (12/21) TCL

