What to do in the event of a claim

To report a claim or to access information regarding an existing claim, you can simply contact us on 1890 208 408 – 24 hours a day, 365 days a year.
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The Contract of Insurance

Farm Protection Insurance Policy
The policy, schedule, certificate of insurance and any endorsements should be read as if they are one document.

The policy is a contract between YOU and US. The proposal form and declaration signed by YOU or submission and related correspondence received by US form the basis of the contract.

WE will insure YOU under those sections shown in the schedule during any period of insurance for which WE have accepted YOUR premium provided all the terms and conditions of the policy are kept.

For and on behalf of Zurich Insurance plc (‘Zurich’)

Conor Brennan
Chief Executive Officer Ireland

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

To fully understand the cover provided under YOUR policy, YOUR attention is drawn to exclusions under individual sections and also general/claims conditions and general exceptions.

Please read YOUR policy document, schedule and motor certificate carefully. If they do not meet YOUR needs please return all documents to US or YOUR broker or agent.
General Definitions

Meaning of words
Certain words in the policy have special meanings. These meanings are given below. To help YOU identify these words in the policy WE have printed them in capital letters throughout.

Building(s)
Under sections 1 to 5 BUILDINGS shall mean, the farm BUILDING(S) of the PREMISES, other than domestic dwellings, used in connection with the BUSINESS being built of bricks, stone or concrete, roofed with slates, non combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible materials including:

- barns and outbuildings
- slatted sheds
- storage sheds and tanks
- walls, gates, posts, fences and hedges
- drains, pipes and cables servicing the BUILDINGS
- landlords fixtures and fittings.

Business
Under sections 1 to 6 BUSINESS shall mean farming, grazing, cropping, harvesting, or other primary producing activities declared to US in writing and accepted and specified in the schedule including:

- ownership, use, repair, decoration and maintenance of property and PREMISES owned or occupied by YOU in connection with the BUSINESS.
- work carried out by EMPLOYEES for any Director of the BUSINESS described in the schedule of cover including duties as a chauffeur provided always that the Director is not entitled to indemnity under any other policy.
- the repair or maintenance of vehicles or plant owned or used by YOU.

Consequential Loss
Loss resulting from interruption of or interference with the BUSINESS carried on by YOU at the PREMISES in consequence of loss, destruction or DAMAGE to property used by YOU at the PREMISES for the purpose of the BUSINESS.

Damage or Damaged
Loss, destruction or DAMAGE caused by an insured peril.
Employee
Under sections 1 to 6 EMPLOYEE shall mean:

• anyone who has entered into or works under a contract of service or apprenticeship with YOU, provided a proper wages book is kept which includes each EMPLOYEE
• any labour only subcontractor or anyone employed by them
• any self-employed person
• anyone who is engaged under a work experience scheme or similar scheme
• anyone who is hired or borrowed by YOU working for YOU under YOUR direct control and supervision in connection with the BUSINESS.

Excess
The monetary amount of any claim which is not insured. This amount is shown in the policy or in the schedule.

Premises
Under sections 1 to 6 PREMISES shall mean, the BUILDING(S) and the land owned by YOU or leased to YOU and used for the purpose of YOUR BUSINESS.

We, Us, Our
Zurich Insurance plc.

You, Your
The person or the people or the company shown in the schedule as the insured.
General Conditions

The following conditions apply to the whole of YOUR policy. YOU must do all YOU reasonably can to prevent and reduce any costs, DAMAGE or injury.

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

2. Cancellation
(a) WE have the right to cancel this policy or any section, or part of it, by giving 10 days notice in writing by registered letter to YOUR last known address.

(b) You have the right to cancel the policy or any section or part of it by giving US notice in writing. WE will return to YOU the amount of premium in respect of the unexpired period of insurance. However, no return of premium will be allowed if YOU have made a claim during the current period of insurance. If YOU cancel the policy during the first period of insurance, WE will deduct an administration charge from any return of premium.

3. Currency
It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the schedule of the policy or any renewal notice or endorsement relating to them shall be deemed to be Euro.

4. Instalment Premium Clause
Where YOU have agreed under a separate credit agreement to pay the premium by instalments, any default of payment on the due date will automatically terminate the policy cover.

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

6. Interpretation
Where the wording of any endorsement attached to the schedule or subsequently issued by US, conflicts with the printed wording of the policy document, the wording of the endorsement overrides the policy document.

7. Misrepresentation
WE reserve the right to treat this contract as void in the event of misrepresentation, misdescription or non-disclosure in any material fact.

8. Other Insurances
If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy, WE will be liable only for OUR proportionate share.

9. 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.
10. **Stamp Duty**
Stamp Duty has been or will be paid in accordance with the provisions of section 113 of the Finance Act 1990.

11. **Subrogation**
WE are entitled to:
- take the benefit of YOUR rights against another person before or after WE have paid a claim
- take over the defence or settlement of a claim against YOU by another person.

12. **Survey Requirements**
YOU must implement any requirements made following a survey of the PREMISES within the time specified by US or OUR representative.

13. **Warranties**
Every warranty to which this policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy. Non-compliance with any such warranty in so far as it increases the risk of DAMAGE shall be a bar to any claim in respect of such DAMAGE provided that whenever this policy is renewed a claim in respect of DAMAGE occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

14. **Your Death**
If YOU die WE will insure YOUR legal personal representative for any liability YOU had previously incurred under the policy provided that they comply with the terms of the policy.

15. **Premium Alterations**
If an alteration to the policy results in an additional premium due to US or a refund due to YOU, WE will only charge or refund such premium provided the amount involved is greater than or equal to €10.

16. **Change of Circumstances**
YOU must tell US of any change of circumstances after the start of the insurance which increases the risk of loss, injury or DAMAGE. YOU will not be insured under the policy until WE have agreed in writing to accept the increased risk.

17. **Abandoning Property Exclusion**
YOU may not, without OUR consent, abandon any property to US.

18. **Highest excess**
Where any single event results in a claim under more than one section of the policy, the highest EXCESS only will apply.
General Exclusions

1. Communicable Disease
   This policy does not cover liability resulting directly or indirectly from the transmission of any communicable disease or virus by YOU or YOUR Livestock.

2. Liquidation
   All cover afforded by this policy will be terminated with immediate effect if the BUSINESS is wound up or carried on by a liquidator, receiver, examiner or permanently discontinued.

3. Northern Ireland
   This policy does not cover DAMAGE to any property in Northern Ireland or loss resulting from such DAMAGE arising from:
   - riot or civil, labour or political disturbances
   - any unlawful, wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation

   For the purpose of this exclusion:
   - ‘unlawful association’ means any organisation which is engaged in terrorism and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provision) Act 1973
   - ‘terrorism’ means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

   If WE refuse to deal with a claim as a result of this exclusion and YOU dispute OUR decision YOU must prove that the exclusion should not apply.

4. Radioactive/Aircraft
   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
   (c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power
   (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
5. Cyber Risk Clarification
The following clarification applies to all sections of the policy.

This policy does not apply to liability, loss, DAMAGE, CONSEQUENTIAL LOSS, 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.

6. Date Recognition (not applicable to Employers’ Liability section)
This policy does not cover loss, DAMAGE, CONSEQUENTIAL LOSS 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 CONSEQUENTIAL LOSS (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 (where the applicable cover section is operative), Impact by any animal or vehicle or goods falling therefrom.
7. War and Terrorism

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

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

or

(b) any act of terrorism

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

If WE refuse to deal with a claim as a result of this exclusion and YOU dispute OUR decision YOU must prove that the exclusion should not apply.

Claims Conditions

1. Liability Claims

Action by You

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

(a) give immediate notice to US

(b) forward to US immediately on receipt any letter, claim, writ, injury’s board notice, or letter or notice from any similar body, summons or proceedings received in connection with the occurrence

(c) give all necessary information and assistance to US to enable US to deal with, settle or resist any claim as WE may think fit. Such information and assistance shall be given without any delay

(d) so far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant or fitting after an accident has occurred until WE have had an opportunity of carrying out an inspection

(e) YOU shall not:

• take any steps to compromise or settle any claim or admit liability without specific instructions in writing from US

• give any information or assistance to any person claiming against YOU without OUR consent

(f) WE shall, for as long as WE desire, take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which WE may be liable under the policy
2. Non-Liability Claims

Action by You

(a) In the event of DAMAGE YOU shall:

- notify US immediately
- notify the Garda Siochana immediately it becomes evident that any DAMAGE has been caused by stealing or attempted stealing, riot or civil commotion, labour or political disturbances or vandals or malicious persons
- carry out and permit to be taken any action which may be reasonably practicable to prevent further DAMAGE
- deliver to US at YOUR expense:
  - full information in writing of the property lost destroyed or DAMAGED and of the amount of DAMAGE
  - details of any other insurance on any property insured by this policy

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

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

(b) No claim under this policy shall be payable unless the terms of this condition have been complied with.

(c) In the event of any DAMAGE in consequence of which may give rise to a claim under the BUSINESS Interruption section of this policy YOU shall:

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

(d) If the terms of this condition have not been complied with:

- no claim under this policy shall be payable
- and
- any payment on account of the claims already made shall be repaid to US immediately.
3. Arbitration
If any dispute shall arise under this policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by YOU and US in accordance with the law at the time. YOU may not take any legal action against US over the dispute before the arbitrator has reached a decision. Claims not referred to arbitration within 12 calendar months from the date of declinature of liability shall be deemed to have been abandoned.

4. Fraudulent Claims
If YOU or anyone acting for YOU makes a claim under this policy knowing the claim or any part of the claim to be false, WE will not pay the claim and all cover under the policy ceases from the date that WE consider the fraud was committed.

If any previous claims payments have been made by US prior to this date, these must be re-paid to US.

5. Right to Settle
WE shall have the right to settle a claim by:

- the payment of money
- reinstatement or replacement of the property lost or DAMAGED
- repair of the property lost or DAMAGED

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

6. Salvage
WE have the right to the salvage of any insured property. In addition WE have the right to enter the BUILDING(S) where the DAMAGE has happened and take and keep any of the property insured and to deal with salvage in a reasonable manner.

Section 1: Farm Commercial

Section 1 (a): Farm Property

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are BUILDING(S), BUSINESS, DAMAGE, EMPLOYEE, EXCESS, PREMISES, US, WE, OUR and YOU.

To help YOU identify these words WE have printed them in capital letters throughout.

The Cover
The farm property described in the schedule is insured against DAMAGE caused by any of the perils operative, and noted in the schedule.

WE will pay the reinstatement value of the property at the time of its loss or destruction or the amount of the DAMAGE or at OUR option reinstate or replace such property or any part of it provided that OUR liability shall not exceed:

(i) in the whole the total sum insured or in respect of any item its sum insured at the time of the DAMAGE

(ii) the sum insured remaining after deduction for any other DAMAGE occurring during the same period of insurance unless WE have agreed to reinstate any such sum insured
The Farm Property described in the schedule is defined as follows

Item 1. BUILDING(S)

Item 2. Farming machinery and Equipment belonging to YOU and for which YOU are responsible excluding power driven vehicles, implements and their accessories if and so far as they are otherwise insured more specifically elsewhere

Item 3. Roots and Potatoes in the open at the PREMISES

Item 4. Silage in the open at the PREMISES

Item 5. Agricultural Produce and farming stock including hay straw and growing crops (but excluding Livestock and that property described in 3, 4 and 7)

Item 6. Poultry Rearing Houses

Item 7. Poultry

What is Insured

1. Fire but excluding DAMAGE caused by
   (a) explosion resulting from fire
   (b) earthquake or subterranean fire
   (c) (i) its undergoing any heating process or any process involving the application of heat or
   (ii) its own spontaneous fermentation, heating or combustion

Lightning

Explosion

(i) of boilers
(ii) of gas

Used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

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

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

4. Earthquake

5. Subterranean Fire

6. Impact by any road vehicle or animal
7. **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons excluding

   (a) **DAMAGE** arising from confiscation requisition or destruction by order of the government or any public authority.

   (b) **DAMAGE** arising from cessation of work.

   (c) as regards **DAMAGE** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

      (i) **DAMAGE** by theft

      (ii) **DAMAGE** in respect of any **BUILDING** which is empty or not in use at the time of the loss, unless cover has previously been agreed and the unoccupied property is noted in YOUR schedule.

**Cover in respect of 8. Storm is only operative if noted in the schedule**

8. **Storm** excluding

   (a) **DAMAGE** by

      (i) the escape of water from the normal confines of any natural or artificial watercourse lake reservoir canal or dam

      (ii) inundation from the sea whether resulting from storm or otherwise

   (b) **DAMAGE** attributable solely to change in the water table level

   (c) **DAMAGE** by frost subsidence ground heave or landslip

   (d) **DAMAGE** to Property Insured other than to Item 1. **BUILDING(S)** and Item. 2 Farming Machinery and Equipment, as detailed under section 1(a) and used in connection with the **BUSINESS** of Dairy Farming

   (e) **DAMAGE** to moveable property in the open including walls, gates, hedges and fences

   (f) **DAMAGE** caused by Flooding

**What is not Insured**

1. **Electrical Plant**

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

2. **Motor Vehicles**

   Loss of or **DAMAGE** to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

   (a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act or Legislation.

   or

   (b) designed or adapted primarily for use as a tool of trade.

3. **Agricultural Produce** within 20 metres of a chimney in use (unless specially stated otherwise) if such produce is in the open or in **BUILDING(S)** which are not completely enclosed.
Extensions Applicable to Section 1 (a) Farm Property

1. Temporary Removal
   When described in the schedule Agricultural Produce, Poultry, Machinery and Equipment is covered whilst temporarily removed to any other location and in transit thereto and therefrom by road, rail or inland waterway in the Republic of Ireland, Northern Ireland and Great Britain.

   The amount recoverable under this extension in respect of each item of the policy shall not exceed the sum insured noted in the schedule.

2. Fire Brigade Charges
   The insurance on Fire Brigade Charges applies to 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 peril covered by this schedule.

   The maximum amount payable under this section or any section of the policy, excluding Section 6, shall not exceed €10,000 any one incident.

Clauses applicable to Section 1 (a) Farm Property

Clause 1 – Average
   The sums insured by each item of this section relating to property are declared to be separately subject to AVERAGE unless otherwise stated.

   Whenever a sum insured is declared to be subject to AVERAGE, if the property covered thereby shall at the breaking out of any fire or at the commencement of any DAMAGE to such property by any other peril hereby insured against be collectively of greater value than the sum insured, then YOU shall be considered as being YOUR own insurer for the difference and shall bear a rateable share of the loss accordingly.

Clause 2 – Basis of Settlement
   The value of any Agricultural Produce 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.

Clause 3 – Additional Interest
   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 DAMAGE.

Clause 4 – Adjoining BUILDING(S)
   It is understood that, except where specifically insured, small outside BUILDING(S) and their contents, and the BUILDING(S) and contents of an extension to and communicating with any of the previously described BUILDING(S), are held to be insured by the item applying to the BUILDING to which such property is attached or belongs.
Clause 5 – Architects’ Surveyors’ Legal and Consulting Engineers’ Fees
The insurance of each Item on ‘BUILDING(S)’ includes an amount in respect of Architects’, Surveyors’, Consulting Engineers’, Legal and other Fees necessarily incurred in the reinstatement of the property insured consequent upon its DAMAGE but not for preparing any claim. The amount payable for such DAMAGE and fees shall not exceed in the aggregate the Sum Insured by each item.

Clause 6 – Automatic Cover
It is hereby agreed and declared that the insurance by this section shall, subject to its terms and conditions extend to cover anywhere in the Republic of Ireland, Northern Ireland and Great Britain.

(a) any newly acquired and/or newly erected BUILDING(S), machinery and equipment, in-so-far as the same are not otherwise insured; and

(b) alterations, additions and improvements to BUILDING(S), machinery and equipment, but not in respect of any appreciation in value provided that –

1. at any one location this cover shall not exceed 10 per cent of the total sum insured on such location hereby or €130,000 whichever is less

2. YOU undertake to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the policy to be endorsed accordingly from the date of commencement of OUR liability.

3. the provisions of this extension shall be fully maintained, notwithstanding any specific insurance affected under 2. above.

N.B. DAMAGE caused by Explosion, Riot and Civil Commotion or Malicious Persons is excluded in Northern Ireland in respect of newly acquired and/or newly erected BUILDING(S), machinery and plant.

Clause 7 – Contract Price
It is hereby declared and agreed that in respect only 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 the fire or any other peril hereby insured against, 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 AVERAGE the value of all goods to which this clause would in the event of loss or DAMAGE be applicable shall be ascertained on the same basis.

Clause 8 – Customers Goods
In so far as such property is not otherwise insured the insurance on stock extends to cover YOUR customers goods for which YOU have made yourself responsible even though such goods shall have been bought and paid for.

Clause 9 – 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 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.

Clause 10 – Reinstatement of the Amount of any Loss
In consideration of the insurance by any item hereof not being reduced by the amount of any loss, YOU undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.
Clause 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 fire or by any other peril hereby insured against.
OUR liability under this clause and this section in respect of any claims shall in no case exceed the sum insured thereby.
WE will not pay for any costs or expenses
(i) incurred in removing debris except from the site of such property DAMAGED and the area immediately adjacent to such site.
(ii) arising from pollution or contamination of property not insured by this section.

Clause 12 – Subrogation Waiver
In the event of a claim arising under this section, WE agree to waive any rights, remedies or relief to which WE may become entitled by subrogation rights against:
(a) any Insurer standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 155 of the Companies Act, 1963.
(b) any Insurer which is a Subsidiary of a Parent Company of which the insured are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.

Clause 13 – Tenancy
YOUR interest in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any BUILDING hereby insured, whereby the danger of loss or DAMAGE is increased without YOUR knowledge provided YOU shall immediately on becoming aware thereof give notice in writing to US and on demand pay such additional premium as WE may require.

Clause 14 – Tenants’ Improvements
WE agree to indemnify YOU in respect of DAMAGE to tenants’ improvements and decorations for which YOU are responsible at the PREMISES situate as described in the schedule.

Clause 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.

Clause 16 – Purchaser’s Interest
If at the time of DAMAGE to any BUILDING hereby insured that YOU shall have contracted to sell YOUR interest in such BUILDING 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 without prejudice to YOUR rights and liabilities or to ours under this policy, up to the date of completion.
Clause 17 – Walls Gates Hedges and Fences
The maximum amount WE will pay in respect of loss or DAMAGE to walls, gates, hedges and Fences caused by or resulting from perils 1 to 7 is €1,300 any one occurrence.

Clause 18 – SPONTANEOUS COMBUSTION
Notwithstanding anything contained to the contrary in this policy it is hereby declared and agreed that the insurance by this section extends to cover destruction or DAMAGE by fire only of or to hay or straw caused by its own spontaneous fermentation, heating or combustion.

Section 1 (b): Livestock

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are BUILDING(S), BUSINESS, DAMAGE, EMPLOYEE, EXCESS, PREMISES, US, WE, OUR and YOU. To help YOU identify these words WE have printed them in capital letters throughout. Other words with special meanings in this section are defined below.

Livestock
LIVESTOCK which is owned by YOU and used in connection with YOUR BUSINESS but does not include poultry or domestic household pets.

Flood
FLOOD means the covering of normally dry land with water released or that has escaped from the normal confines of:
(a) any watercourse whether natural or altered
(b) any lake whether natural or altered
(c) any reservoir, canal or dam
but not where the release or escape of such water is as a result of the deliberate act of any power supply company or local authority

The Cover
In the event of the death of LIVESTOCK described in the schedule during the period of insurance resulting from any event insured by this section WE will pay compensation to YOU. Provided that
1. the amount payable in respect of any one animal shall not exceed the market value of the animal at the time of loss.
2. the total amount payable in respect of any one item of LIVESTOCK shall not exceed the sum insured noted in the schedule
3. the total amount payable in respect of all loss or injury during the period of insurance shall not exceed the total sum insured for all LIVESTOCK noted in the schedule

What is Insured
The following events are insured only when specified in the schedule.
1. Fire, Lightning & Explosion
DAMAGE resulting in fatal injury from accident caused solely and directly by
1.1 Fire, but excluding DAMAGE caused by
(a) its own spontaneous fermentation or heating or combustion
(b) its undergoing any heating process or any process involving the application of heat

Lightning
Explosion
(i) of boilers
(ii) of gas

Used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

1.2 Explosion excluding DAMAGE

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

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

1.4. Earthquake

WE will also pay for loss or injury caused by any of the events listed above to LIVESTOCK whilst temporarily removed at any other location and while in transit by road rail or inland waterway in the Republic of Ireland or Northern Ireland.

2. Flood

Accidental injury causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to LIVESTOCK resulting solely and directly as a result of FLOOD occurring on YOUR PREMISES or whilst temporarily removed.

3. Electrocution

Accidental injury causing death (or necessary slaughter by veterinary surgeon on humane grounds) of LIVESTOCK caused by accidental electrocution occurring on YOUR PREMISES or whilst temporarily removed provided that YOU immediately thereafter arrange for the disconnection of YOUR own electricity supply if it is in any way faulty.

4. Collapse of Slats in Slatted House

Accidental injury causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to LIVESTOCK as a result of the immediate collapse of the slats in the slatted house permanently installed at YOUR PREMISES.
5. Straying or being led on Foot
Accidental injury causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to LIVESTOCK occurring while being driven or led on foot on any public thoroughfare or straying from YOUR PREMISES other than from unenclosed land.

WE shall not be liable to make payment in the event of injury occurring on PREMISES owned by YOU, rented to YOU or occupied by YOU.

6. In Transit and Attendance at Sale or Show
Accidental injury causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to LIVESTOCK while in transit on any public thoroughfare in suitable vehicles including loading and unloading and whilst in attendance at any sale or show on land within the Republic of Ireland or Northern Ireland.

In respect of 7, 8 and 9 below cover applies only in respect of animal(s) specified in the schedule.

7. Mortality
Accidental injury causing death or necessitating slaughter on humane grounds of the animal(s) specified in the schedule occurring during the period of insurance occurring on land/PREMISES owned or occupied by YOU or rented to YOU but excluding accidental injury whilst LIVESTOCK is in transit (including loading or unloading for the purpose of transit) and excluding accidental injury causing death of Sheep as a result of any dog attack or dog worrying.

8. Tuberculosis and/or Brucellosis
Compulsory slaughter during the period of insurance of the animal(s) specified in the schedule under an order from the Department of Agriculture, Food & Forestry consequent upon the animal specified having failed to pass the standard tuberculosis and/or brucellosis herd test.

9. Impotence of Bulls and/or Rams
Should the animal(s) specified in the schedule be proved by production of satisfactory evidence and certificate to be permanently impotent or infertile or to be permanently incapable of natural service as a result of accidental injury illness or disease sustained during the period of insurance WE shall after a period of 3 calendar months has elapsed from the date of notification of the impotency, infertility or incapability of natural service, make good the difference between the sum realised by the disposal of the animal and the amount insured as stated in the schedule.

10. Sheep Worrying
Fatal injury to sheep (or necessary slaughter by veterinary surgeon) 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 dog(s) belonging to YOU or to members of YOUR family or household or to YOUR EMPLOYEES or kept in their custody.

It is a condition of the policy that immediate notification is made to An Garda Siochana on the occurrence of any dog attack or sheep worrying.

What is not Insured
WE shall not be liable in respect of loss directly or indirectly resulting from or arising out of

1. accidents not reported to US immediately after the injury is discovered
2. accidental injury sustained elsewhere than on land in the Republic of Ireland or Northern Ireland
3. slaughter without OUR consent except in cases of fracture of a bone or bones necessitating immediate slaughter on humane grounds
4. destruction in compliance with the requirement of any Statute or any order of a Minister of the Government a Government Department or Local Authority

5. pregnancy or parturition or castration

6. any surgical operation or administration of any medication unless conducted or carried out by a qualified veterinary surgeon and certified by him to have been necessitated solely by accidental injury and to have been carried out in an attempt to preserve the animal’s life. Medication is deemed to include any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink.

7. unfitness or incapacity to fulfil the functions or duties for which the LIVESTOCK is kept or employed

8. the hunting, jumping, racing, meets or trials of horses or ponies

9. poison, malnutrition or neglect

10. malicious or wilful injury caused by YOU or any person acting on behalf of YOU.

11. CONSEQUENTIAL LOSS of any kind or description whatsoever

12. liability to any third party.

**Clauses Applicable to Section 1 (b) Livestock**

1. **Average**
   If at the time of any loss of LIVESTOCK as insured under this section it is found that the number of animals is higher than the number insured then YOU shall be YOUR own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

2. **Veterinary Surgeon’s Fees**
   WE will pay veterinary surgeon’s fees up to the sum of one hundred and thirty euro (€130) per animal incurred in respect of injuries sustained due to an insured event and where such injury is likely to prove fatal irrespective of whether such treatment secures the recovery of the animal or not.

3. **Removal of Debris**
   This section of the policy extends to include an amount not exceeding €75 in respect of any one animal or €1,000 in any one period of insurance for which YOU are liable to a slaughter house renderer or bona fide disposal centre for the removal of any carcass incurred as a direct result of a loss occurring under insured events 1 to 10 as detailed herein, where these are operative and indicated within the schedule.

**Conditions Applicable to Section 1 (b) Livestock**

It is a condition of the insurance provided under this section that

1. all walls, slatted units, and fences enclosing areas where LIVESTOCK are kept be maintained in adequate condition.

2. all livestock specified in the schedule must be in perfect health and free from injury at the commencement of this insurance. No animal shall:
   
   (i) be removed from YOUR PREMISES land for the purpose of being kept permanently elsewhere

   (ii) be used for purposes other than those stated in the proposal form without OUR written consent
3. YOU comply with all statutory requirements and bye-laws and shall exercise all reasonable care.

4. 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.

5. YOU shall notify a Veterinary Surgeon immediately in the event of injury to any animal and have such animal treated as necessary.

6. in the event of an occurrence which gives rise to a claim or which may give rise to a claim YOU shall give US immediate notice of such event.

   (i) 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

   (ii) if WE allege that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with YOU

   (iii) 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.

Section 1 (c): Refrigerated Milk Storage Tanks

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are BUILDING(S), BUSINESS, DAMAGE, EMPLOYEE, EXCESS, PREMISES, US, WE, OUR and YOU. To help YOU identify these words WE have printed them in capital letters throughout.

The Cover
Where this section of the policy insures refrigerated milk storage tank(s) and if any milk YOU own or for which YOU are responsible is DAMAGED, WE will pay YOU for such DAMAGE.

Provided always that at the time of the occurrence of the DAMAGE the milk is actually contained in refrigerated milk storage tank(s) which are installed permanently at YOUR PREMISES and insured under this section of the policy.

What is Insured
1. Damage to Refrigerated Milk Storage Tanks
Sudden and unforeseen DAMAGE to the refrigerated milk storage tanks and associated equipment described in the schedule by any cause which is not excluded under this section.

2. Deterioration of Milk in Refrigerated Milk Storage Tanks
WE will pay for:

   2.1 loss deterioration or putrefaction of milk caused by a change in temperature of a refrigerated milk storage tank in which it is being stored as a direct result of:

   (i) loss of or DAMAGE to the refrigerated milk storage tank where such DAMAGE is indemnifiable under this section of the policy

   (ii) failure (from any inherent cause) of any thermostatic or automatic controlling devices

   (iii) failure of the public electricity supply which is not caused by
(a) 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

(b) a scheme of rationing unless necessitated solely by physical DAMAGE to a part of the public electricity supply company’s system

2.2 contamination of milk by the accidental escape of refrigerant gas or liquid into the refrigerated milk storage tank

What is not Insured
WE will not pay for:

1. loss of or DAMAGE to bulbs, electric heating elements, photo electric cells, belts, trailing cables, flexible hoses or pipes.

2. loss of or DAMAGE caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, stealing or attempted stealing, storm, flood, snow or freezing.

3. loss or DAMAGE arising from wear tear erosion corrosion or other deterioration so far as it relates to that part of the property affected but DAMAGE to the property (and loss of milk) resulting therefrom are not excluded

4. chipping, scratching, bruising or denting of any surface

5. the cost of maintenance nor the cost of making good joint seams

6. any loss arising from improper storage or stowage

7. the dumping or disposal of EXCESS milk

8. any EXCESS stated in the schedule

Extensions Applicable to Section 1 (c) Refrigerated Milk Storage Tanks

Urgent Repairs
WE will pay YOU for any reasonable expenses incurred following insured DAMAGE in making temporary repairs to the refrigerated milk storage tank or in expediting permanent repairs provided that OUR approval has first been obtained in writing and that OUR total liability in respect of payment made under this section shall not exceed the total sum insured noted in the schedule.

Basis of Settlement
All claims under this section shall be settled on the basis of the following:

1. Refrigerated Milk Storage Tanks

If the loss of or DAMAGE to the refrigerated milk storage tanks which are permanently installed at YOUR PREMISES occurs within 2 years of the date on which the manufacture of the DAMAGED property was completed WE will reinstate the refrigerated milk storage tank

Provided always that:

(a) the reinstatement work must be completed within 12 months of the loss or DAMAGE occurring unless otherwise agreed by US in writing and subject to OUR liability not being thereby increased

(b) the additional cost of reinstatement will not be payable until this has been incurred

In all other instances WE will pay YOU the value of the refrigerated milk storage tank at the time the loss or DAMAGE occurs or at OUR option repair, reinstate or replace the property or any part of it.
2. Milk in Refrigerated Storage Tanks
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.

Special Terms and Conditions applicable to Section 1 (c) Refrigerated Milk Storage Tanks

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 plant and machinery associated with the refrigerated milk storage tanks insured at intervals not exceeding 6 months.

Under insurance in respect of Milk in Storage Tanks
If the sum insured for milk in refrigerated milk storage tanks is less than 80% of the actual selling price of the milk in the refrigerated milk storage tanks then, when there is a claim for milk in refrigerated milk storage tanks which is DAMAGED, the sum insured for milk in refrigerated milk storage tanks bears to the actual cost price of Milk in refrigerated milk storage tanks that proportion of the actual total cost price of milk in refrigerated milk storage tanks used for Storage of Milk

Average in respect of Tanks used for Storage of Milk
If at the time of the loss or DAMAGE the sum representing eighty per cent (80%) of the new replacement value of the property insured exceeds the Sum Insured thereon the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or DAMAGE accordingly.

Section 2: Business Interruption

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are, BUILDING(S), BUSINESS, DAMAGE, EMPLOYEE, EXCESS, PREMISES, US, WE, OUR and YOU. To help YOU identify these words WE have printed them in capital letters throughout. Other words with special meanings in this section are defined below.

INDEMNITY PERIOD – The period beginning with the occurrence of the DAMAGE and ending not later than the INDEMNITY PERIOD appearing in the schedule during which the results of the BUSINESS shall be affected in consequence of the DAMAGE.

MAXIMUM INDEMNITY PERIOD – The period as defined in the schedule.

GROSS INCOME – The money paid or payable to YOU for goods sold and for services rendered in the course of the dairy farming activities undertaken at the PREMISES and/or the money paid or payable to YOU by tenants in respect of renting or leasing of any part of the PREMISES as noted in the schedule.
STANDARD GROSS INCOME – The GROSS INCOME during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the INDEMNITY PERIOD.

ANNUAL GROSS INCOME – The GROSS INCOME during the twelve months immediately before the date of the DAMAGE.

Memorandum
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.

The Cover
If DAMAGE by any of the perils insured under this section of the policy occurs at the PREMISES to property insured under Section 1 (a) Farm Property of the policy which is used by YOU for the purpose of the BUSINESS and causes interruption of or interference with YOUR BUSINESS at the PREMISES WE will pay to YOU in accordance with the provisions of this insurance the amount of loss resulting from the interruption or interference caused by the DAMAGE provided that

i. at the time of the happening of the DAMAGE, there shall be in force insurance under Section 1(a) of this policy covering YOUR interest in the property at the PREMISES against such DAMAGE and that
   (a) payment shall have been made or liability admitted therefore, or
   (b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

ii. OUR liability under this section shall not exceed in respect of each item the sum insured stated in the schedule nor in the whole the total sum insured in respect of the BUSINESS Interruption section of the schedule.

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

(a) in respect of loss of GROSS INCOME the amount by which GROSS INCOME during the INDEMNITY PERIOD shall, in consequence of the DAMAGE, fall short of the STANDARD GROSS INCOME;

(b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of GROSS INCOME which, but for that expenditure, would have taken place during the INDEMNITY PERIOD in consequence of the DAMAGE, but not exceeding the amount of loss of GROSS INCOME thereby avoided,
Less any sum saved during the INDEMNITY PERIOD in respect of such of the charges and expenses of the BUSINESS payable out of GROSS INCOME as may cease or be reduced in consequence of the DAMAGE.

Provided that the amount payable shall be proportionately reduced if the sum insured in respect of GROSS INCOME is less than the ANNUAL GROSS INCOME where the MAXIMUM INDEMNITY PERIOD is 12 months or less, or the appropriate multiple of the ANNUAL GROSS INCOME where the MAXIMUM INDEMNITY PERIOD exceeds 12 months.

2. Farming Continuation Expenses (Arable and Stock Farming)

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

The additional expenses necessarily and reasonably incurred by YOU during the INDEMNITY PERIOD to maintain YOUR BUSINESS activities (other than dairy farming) at the situation noted in the schedule following interruption or interference caused by the DAMAGE on the same basis as those in the 12 months immediately preceding the DAMAGE.

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

What is Insured
1. Fire but excluding CONSEQUENTIAL LOSS caused by
   (a) explosion resulting from fire
   (b) earthquake or subterranean fire
   (c) (i) its undergoing any heating process or any process involving the application of heat or
        (ii) its own spontaneous fermentation or heating.

Lightning

Explosion
   (i) of boilers
   (ii) of gas.

   Used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

2. Explosion excluding damage
   (a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the insured
   (b) in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the insured which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
   (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
3. **Aircraft** or other aerial devices or articles dropped therefrom excluding **DAMAGE** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

4. **Earthquake**

5. **Subterranean Fire**

6. **Impact** by any road vehicle

7. **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons excluding
   
   (a) **DAMAGE** arising from confiscation requisition or destruction by order of the government or any public authority
   
   (b) **DAMAGE** arising from cessation of work
   
   (c) as regards **DAMAGE** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
      
      (i) **DAMAGE** by theft
      
      (ii) **DAMAGE** in respect of any **BUILDING** which is empty or not in use.

Cover in respect of 7 & 8. **Storm** is only operative under this section if noted in the schedule

8. **Storm** excluding
   
   (a) **DAMAGE** by
      
      (i) the escape of water from the normal confines of any natural or artificial watercourse lake reservoir, canal, or dam
      
      (ii) inundation from the sea whether resulting from storm or otherwise
   
   (b) **DAMAGE** attributable solely to change in the water table level
   
   (c) **DAMAGE** by frost subsidence, ground heave, or landslip
   
   (d) **DAMAGE** to Property Insured other than to Item 1. **BUILDING(S)** and Item 2. Farming Machinery and Equipment, as detailed under section 1(a) and used in connection with the **BUSINESS** of Dairy Farming
   
   (e) **DAMAGE** to moveable property in the open including walls, gates, and fences

**Clauses Applicable to Section 2 Business Interruption**

**Professional Accountants Clause**

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

**WE** will pay to **YOU** under this section the reasonable charges payable by **YOU** to **YOUR** Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by **US** under the terms of this section and reporting that such particulars or details are in accordance with **YOUR** books of account or other **BUSINESS** books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this section shall in no case exceed the total sum insured by this section.
Section 3: Employers Liability

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are AVERAGE, BUILDING(S), BUSINESS, DAMAGE, EMPLOYEE, EXCESS, PREMISES, US, WE, OUR and YOU. To help YOU identify these words WE have printed them in capital letters throughout. Other words with special meanings in this section are defined below.

Bodily Injury
Bodily Injury shall mean:
Death, bodily injury, nervous shock, illness or disease

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

Cover

What is Insured
YOUR legal liability in respect of a claim for damages for BODILY INJURY sustained by an EMPLOYEE which arises out of and in the course of his/her employment by YOU in connection with YOUR BUSINESS
WE will pay, subject to the Limit of Liability:
(1) all sums YOU become legally liable to pay for any claim for damages settled or defended with OUR consent and claimant’s costs and expenses
(2) all costs and expenses YOU incur with OUR consent defending any claim for damages
(3) solicitor’s fees YOU incur with OUR consent for:
   (a) representation at any Coroner’s Inquest or Fatal Accident Enquiry into any death
   (b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event
Provided that the BODILY INJURY is caused
(1) during the Period of Insurance
and occurs
(2) within the Territorial Limits

What is not Insured
Any Liability:
• for which compulsory insurance or security is required by any Road Traffic Legislation
• arising on or out of any offshore installation or support or accommodation vessel for any offshore installation or in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation
• to a member of YOUR family or household under the age of 14
• for work other than agricultural work, or where YOUR occupation is that of Agricultural Contractor, contracting other than of a solely agricultural nature unless otherwise agreed in writing by US

Limit of Liability
The most WE will pay in respect of any one claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause shall not exceed the limit stated in the schedule.

The amount shall be inclusive of:
1. all legal costs and other expenses incurred by any claimant or claimants
2. all legal costs and other expenses incurred in defending any claim or claims

Where WE agree to indemnify more than one party then nothing in this policy shall increase OUR liability to pay any amount in respect of one claim or series of claims in EXCESS of the amount stated above.

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.

Extensions to Section 3 Employers Liability
Indemnity to Other People
If the following people have a claim made against them for which YOU would be insured by the Employers Liability cover WE will pay any amounts covered by the policy for which they are legally liable:
1. any Director or EMPLOYEE
2. any Principal with whom YOU have entered into a contract or agreement for but only in respect of BODILY INJURY arising out of the performance of works by YOU in accordance with such a contract or agreement

Provided that:
• YOU request US to do so
• such people keep to the terms, conditions and limitations of the policy

Private Work
Private work carried out by any EMPLOYEE for YOU or any of YOUR Directors.

All the extensions to section 3 Employers Liability cover are subject to the following:
1. WE shall not be liable under these extensions unless WE have the sole conduct and control of all claims
2. these extensions shall not apply to any liability which is insured under any other policy
3. these extensions are subject to the terms, limitations and conditions of the policy.
Special Condition applicable to Section 3 Employer’s Liability Cover

Premium Adjustment
The premium payable under this section is calculated based on estimates provided by YOU for all wages salaries and other earnings paid to EMPLOYEES during each period of insurance. In accordance with this condition YOU shall:

(a) record of the name of every EMPLOYEE, including members of YOUR family engaged in a contract of service with YOU, together with the amount of wages salaries and other earnings paid to each EMPLOYEE

(b) if requested allow US to inspect such records

(c) within 30 days of the expiry of each period of insurance supply US with a correct declaration of such wages salaries and other earnings paid to EMPLOYEES during the preceding Period of Insurance duly certified by YOUR external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to US or by a refund to YOU as the case may be subject to the retention by US of any minimum premium as stated in the policy or endorsed on the schedule.

YOUR attention is drawn to the Extensions and Exclusions and Conditions applicable to Section 3. Employers Liability, Section 4. Public Liability and Section 5. Products Liability and to the General/Claims Conditions and General Exclusions at the start of this Policy Document

Section 4: Public Liability

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are AVERAGE, BUILDING(S), BUSINESS, DAMAGE, EMPLOYEE, EXCESS, PREMISES, US, WE, OUR and YOU. To help YOU identify these words WE have printed them in capital letters throughout. Other words with special meanings in this section are defined below.

Bodily Injury
BODILY INJURY shall mean:
Death, BODILY INJURY, nervous shock, illness or disease

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.

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

Pollution or Contamination
All pollution or contamination of BUILDING(S) or other structures or of water or land or the atmosphere and all DAMAGE or BODILY INJURY directly or indirectly caused by such pollution or contamination.
Cover

What is Insured
YOUR legal liability for:

• accidental BODILY INJURY to any person
• accidental DAMAGE to material property
• accidental obstruction, accidental trespass, accidental interference with pedestrian, road, rail, air or waterborne traffic

Occurring during the period of insurance within the TERRITORIAL LIMITS in connection with the BUSINESS

What is not Insured
WE will not cover any liability:

1. arising in connection with the ownership possession or use of dangerous dogs as specified in the regulations made under the Control of Dogs Act 1986 or any subsequent amending legislation where such ownership possession or use is not in accordance with the provision of such regulations or arising in connection with the ownership of animal(s) which had shown propensity to viciousness or to worry sheep

2. for DAMAGE to property which belongs to YOU or is held in trust by YOU or borrowed, rented, leased or hired for use by YOU this shall not apply to:
   (i) personal property (including vehicles and contents) of visitors, Directors or EMPLOYEES
   (ii) BUILDING(S) or their contents temporarily occupied by YOU for the purpose of carrying out work provided that such BUILDING(S) are not owned hired or rented by YOU or any sub-contractor acting for or on YOUR behalf
   (iii) PREMISES rented, hired, leased or lent to YOU. Unless the liability attaches solely because of a contract or agreement.

WE will not be liable for the first €625 of such loss or DAMAGE incurred by (iii) above

3. for DAMAGE to that part of any property upon which YOU or YOUR servant or agent has been working, where the DAMAGE is a direct result of such work being defective

4. for DAMAGE to property or land or BUILDING or loss caused directly or indirectly by subsidence or collapse or removal or weakening of support

5. arising from the ownership, possession or use by YOU or on YOUR behalf of any mechanically propelled vehicle or mobile plant or trailer whether attached or not attached to a vehicle:
   (i) which is licensed for road use or
   (ii) for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act or
   (iii) which is more specifically insured provided that this shall not apply to
      (a) the loading and unloading or the bringing to or the taking away of a load from a mechanically propelled vehicles or mobile plant unless more specifically insured
      (b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required
      (c) unauthorised movement on YOUR PREMISES or contact site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance is required
6. arising from the ownership, possession or use by YOU or on YOUR behalf of:
   (i) craft designed to travel through air or space
   (ii) hovercraft or watercraft other than non mechanically powered craft used on inland waterways
7. arising from the use of power driven saws other than portable saws designed to work by hand
8. arising from the use of hedge cutters (other than bar type hedge cutters) and saw attachments to tractors for hedge cutting. This exception shall not apply to liability arising from the use of any such equipment which belongs to and is used by agricultural contractors engaged by YOU
9. in respect of claims arising in connection with any work of BUILDING construction, reconstruction, structural alteration or demolition
10. 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
11. arising from tree felling other than the felling of trees for YOUR own use
12. liability in respect of injury or disease loss or DAMAGE caused by any sub-contractor to the Insured or by such sub-contractor’s EMPLOYEES.

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

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

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.

Stubble Burning Warranty
It is warranted 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 further warranted that YOU shall not commence such operations when wind conditions are such as to cause accelerated fires spread or excessive smoke drift.
Extensions to Section 4 Public Liability

Indemnity to Other People
If the following people have a claim made against them for which YOU would be insured by the Public Liability cover WE will pay any amounts for which they are legally liable:

1. any Director or EMPLOYEE
2. any Officer, Member or EMPLOYEE of YOUR social, sports or welfare organisations or first aid, fire or ambulance service
3. any Principal with whom YOU have entered into a contract or agreement for but only in respect of BODILY INJURY or DAMAGE arising out of the performance of works by YOU in accordance with such a contract or agreement

Provided that:

1. YOU request US to do so
2. such people keep to the terms, conditions and limitations of the policy

Personal Liability during visits abroad
WE will also cover the personal legal liability of:

• YOU
• any EMPLOYEE or Director
• the family of any EMPLOYEE or Director while accompanying such a person during temporary visits anywhere in the world in connection with YOUR BUSINESS

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

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

Private Work
Private work carried out by any EMPLOYEE for YOU or any of YOUR Directors.

All the extensions to Section 4 Public Liability cover are subject to the following:

1. WE shall not be liable unless WE have the sole conduct and control of all claims
2. the most WE will pay will not increase and WE will not pay more than stated
3. these extensions shall not apply to any liability which is insured under any other policy

These extensions are subject to the terms, limitations and conditions of the policy.

Special Condition applicable to Section 4 Public Liability

Premium Adjustment
The premium payable under this section is calculated based on the total acreage worked by YOU during each period of insurance. In accordance with this condition YOU shall, within 30 days of the expiry of each period of insurance, provide US with an accurate account of all acreage worked by YOU during the preceding period of insurance.
If the acreage worked differs from the amount on which the premium for that period of insurance was paid the difference in the premium shall be met by a further payment to US or by a refund to YOU as the case may be but subject to the retention by US of any minimum premium as stated in the policy or endorsed on the schedule.

YOUR attention is drawn to the Extensions and Exclusions and Conditions applicable to Section 3. Employers Liability, Section 4. Public Liability and Section 5. Products Liability and to the General/Claims Conditions and General Exclusions at the start of this Policy Document.

Section 5: Products Liability

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are AVERAGE, BUILDING(S), BUSINESS, DAMAGE, EMPLOYEE, EXCESS, PREMISES, US, WE, OUR and YOU. To help YOU identify these words WE have printed them in capital letters throughout. Other words with special meanings in this section are defined below.

Bodily Injury
BODILY INJURY shall mean:
Death, BODILY INJURY, nervous shock, illness or disease

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.

Territorial Limits
Anywhere in the world in respect of PRODUCTS supplied in or from the Republic of Ireland provided always that the action for damages is brought against YOU in a Court of Law in the Republic of Ireland or any member country of the European Union.

Pollution or Contamination
All pollution or contamination of BUILDING(S) or other structures or of water or land or the atmosphere and all DAMAGE or BODILY INJURY directly or indirectly caused by such pollution or contamination.

Cover
What is Insured
YOUR legal liability for:
• accidental BODILY INJURY to any person
• accidental DAMAGE to material property
Occurring within the TERRITORIAL LIMITS during the currency of the products section and caused by PRODUCTS.

What is not Insured
The indemnity provided to YOU by this section of the policy shall not apply to or include:
• repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any PRODUCTS
• liability arising from any PRODUCTS which at the time of contract of sale or supply are knowingly:
  (i) sold or supplied for use in any aircraft, spacecraft, hovercraft, watercraft or mechanically propelled vehicle
  (ii) exported to the United States of America or Canada
• liability arising from any Products in YOUR custody or control

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

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

YOUR attention is drawn to the Extensions and Exclusions and Conditions applicable to Section 3. Employers Liability, Section 4. Public Liability and Section 5. Products Liability and to the General/Claims Conditions and General Exclusions at the start of this Policy Document.

Applicable to Section 4 Public Liability and Section 5 Products Liability

What is not Insured
WE will not cover any liability caused by or arising directly or indirectly from:

1. 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
2. any liability 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
3. liability in respect of liquidated damages, fines penalties, aggravated exemplary or punitive damages
4. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
5. 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 Liability specified in the schedule of the policy under which the claim arises.
6. any EXCESS specified in the schedule.

Clauses
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.

Extensions

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 Liability including any inner limits set by memorandum or endorsement specified in the schedule

Applicable to Section 3 Employers Liability, Section 4 Public Liability and Section 5 Products Liability

What is not Insured

Asbestos
The indemnity provide to YOU under these sections of the policy shall not apply to or include liability arising from asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives

Extensions

Safety, Health and Welfare at Work Legislation
This policy subject to it’s 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:

1. this extension shall apply only to proceedings brought in a Court of Law in Republic of Ireland

2. 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

3. 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
Section 6: Agricultural Tractor/Motor Special Types

Section 6 (a) – Liability to Third Parties

Meaning of words
Certain words in the policy have special meanings which are defined below. To help YOU identify these words in the policy WE have printed them in capital letters throughout.

Standard Accessories
Includes all types of vehicle audio, two way radio and telephone systems.

We, Us, Our
Zurich Insurance plc.

You, Your
The person, people or the company shown in the schedule as the Insured.

Territorial Limits
Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands.

Excess
The amount which YOU are responsible to pay for each and every loss.

Sub-Section 1. Indemnity to You
WE will indemnify YOU against all sums which YOU or YOUR personal representative shall become liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of injury to person or property caused by the use of any vehicle described in the schedule hereto (including the loading and/or unloading of such vehicle) but such indemnity in so far as it relates to injury to property is limited to the sum stated in the schedule in respect of injury occasioned by any one act or any one series of acts collectively constituting one event and WE will pay all costs and expenses incurred with its written consent.

WE will pay the solicitor’s fee incurred with OUR written consent for representation at any Coroner’s Inquest in respect of any death which may be the subject of indemnity under this section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be the subject of indemnity under this section.

Sub-Section 2. Indemnity to other Persons
If the effective Certificate of Insurance permits the driving of a vehicle described in the schedule by a person other than YOU, WE will indemnify such person in the terms of Sub-Section (1) provided that such person is not a person in the Motor Trade driving or in the charge of the vehicle for purposes necessitated by its overhaul upkeep and/or repair for YOU, WE will also indemnify any person or firm in the terms of Sub-Section (1) above in connection with any vehicle in respect of which indemnity is granted under such Sub-Section but only in respect of the negligence of YOU and 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.

Provided that the person or firm claiming indemnity under either of the paragraphs above of this Sub-Section (2)
(a) Is not entitled to indemnity under any other policy
(b) Shall as though he were the YOU observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply
Excepted Persons
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 vehicle or in charge of the vehicle for the purpose of driving.
   (ii) any passenger being accommodated in or on the vehicle.

WE will not be liable for:

(b) death or bodily injury to any person or DAMAGE to property caused or arising beyond the limits of any road in connection with:
   (i) the bringing of the load to any vehicle for loading or
   (ii) the taking away of the load from any vehicle after unloading by any person other than the driver or attendant of the vehicle.

(c) DAMAGE to property:
   (i) owned by or in the possession, custody or control of YOU
   (ii) in or on the vehicle or trailer.

References in Paragraphs (a) and (c) hereof to injury sustained while in or on a 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 except so far as is necessary to meet the requirements of the Road Traffic Acts

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.

Excess
In respect of each and every occurrence YOU shall be responsible for the first amount as stated in the schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made under this section.

If the expenditure incurred by US shall include the amount for which YOU are responsible hereunder such amount shall be repaid by YOU to US forthwith.

For the purposes of this endorsement the expression ‘occurrence’ shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this section.

Application of 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.
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 exceptions and conditions of this policy in so far as they can apply.

Section 6 (b) – Loss or Damage

WE will indemnify YOU against loss of or DAMAGE (including DAMAGE by frost) to any vehicle described in the schedule hereto and/or its accessories and spare parts while thereon.

Exceptions

WE shall not be liable to pay for

(a) loss of use depreciation wear and tear mechanical electrical electronic or computer breakage failure or breakdown

(b) DAMAGE to tyres by application of brakes or by road punctures cuts or bursts

(c) loss or DAMAGE caused by explosion of the boiler of such vehicle

(d) 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

(e) loss destruction or DAMAGE directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

WE may at OUR own option repair reinstate or replace such 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 of the Insurer the 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 OUR in respect of such loss or DAMAGE. The maximum amount payable by the US in respect of any claim for such loss or DAMAGE shall be the market value of such vehicle immediately prior to such loss or DAMAGE not exceeding the 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 in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man or the Channel Islands as stated herein.

Excess

In respect of each and every occurrence YOU shall be responsible for the first amount as stated in the schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made under this section other than for loss or DAMAGE caused by Fire Self-Ignition Lightning or Explosion or attempt thereat.

If the expenditure incurred by US shall include the amount for which YOU are responsible hereunder such amount shall be repaid by YOU to US forthwith.

For the purposes of this endorsement the expression ‘occurrence’ shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this section.
General Exceptions Applicable to Section 6 (a) and 6 (b) Agricultural Tractor/Motor Special Types

The Insurer 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

(i) while any vehicle in connection with which indemnity is provided under this policy is being driven by or is for the purpose of being driven by him in the charge of any person other than as described under the section headed ‘Drivers or Classes of Drivers whose driving is covered’ in the effective Certificate of Insurance

(ii) while any vehicle in connection with which indemnity is provided under this policy is being used otherwise than for the purposes described under the section headed ‘Limitations as to Use’ in the effective Certificate of Insurance

2. Except under Section 6 (a) of this policy in respect of any loss DAMAGE and/or injury arising during (unless it be proved by YOU that the loss DAMAGE and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion

3. Except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of

(a) Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Inurrection or Military or Usurped Power

(b) 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

4. Except so far as is necessary to meet the requirements of the Road Traffic Acts 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

5. WE shall not be liable for any accident injury DAMAGE loss (including CONSEQUENTIAL LOSS) or any liability of whatsoever nature while YOUR Vehicle is in or on that part of an aerodrome airport airfield or military base provided for

(a) the take off 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

6. WE shall not be liable for any loss, DAMAGE, cost or expense of whatsoever nature (except that which is covered under Section 6 (a) ‘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.

This endorsement also excludes loss, DAMAGE, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If WE allege 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 YOU.

Section Policy Cover – Definitions
Comprehensive all sections of this policy are operative.

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 attempt thereat

Third Party Only Section 6 (b) is cancelled.

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 ‘Excepted Persons’ shall be deemed to include any trailer to which this endorsement applies.

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).

Fire Brigade Charges under this section
In respect of any event which may be the subject of indemnity under this policy the insurer 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 €3000.00 in respect of any one incident subject otherwise to the terms exceptions and conditions of this section of the policy.

No alteration in the terms of this policy nor any endorsement thereon will be held valid unless the same is duly authorised at OUR Head Office.

Endorsements
The policy is subject to those endorsements below which are stated in the schedule as being operative.

1. It is hereby declared and agreed that the Insurance by this section of the policy shall extend to any trailer or trailers specified in the schedule and used as mentioned in the ‘Limitations as to Use’ in the effective Certificate of Insurance.
Provided that **WE** shall be under no liability unless such trailer

(a) is connected by any means whatsoever to a vehicle described in the schedule or the purpose of being operated or drawn

(b) is unconnected to any vehicle.

Provided further that **WE** shall be under no liability under Section 6 (a) of this policy by virtue of this endorsement in respect of any Threshing Machine Drum Baling Machine Trusser Tier Combine Harvester or Grass Dryer or other trailer with plant permanently attached when it is unconnected to any vehicle and in use.

Provided further that the reference to ‘any vehicle described in the schedule hereto’ in the clause of this policy headed ‘Excepted Persons’ shall be deemed to include any trailer to which this endorsement applies.

Subject otherwise to the terms exceptions and conditions of this policy.

2. It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Road Traffic Acts **WE** shall be under no liability under Section 6 (a) of this policy in respect of liability incurred by **YOU** arising out of the operation as a tool of any vehicle or of plant forming part of such vehicle or attached thereto subject otherwise to the terms exceptions and conditions of this policy.

3. It is hereby declared and agreed that while any vehicle described in the schedule or any plant forming part of such vehicle or attached thereto is being operated as a tool the insurer shall (except so far as is necessary to meet the requirements of the Road Traffic Acts) be under no liability under Section 6 (a) for or arising out of

(i) subsidence flooding or water pollution

(ii) **DAMAGE** to pipes or cables.

Subject otherwise to the terms exceptions and conditions of this policy.

4. It is hereby declared and agreed that while any vehicle described in the schedule or any plant forming part of such vehicle or attached thereto is being operated as a tool **WE** shall (except so far as is necessary to meet the requirements of the Road Traffic Acts) be under no liability under Section 6 (a) for or arising out of

(a) subsidence flooding or water pollution

Subject otherwise to the terms exceptions and conditions of this policy.

5. It is hereby declared and agreed that in respect of each and every occurrence **YOU** shall be responsible for the first amount as stated in the policy (or any less expenditure which may be incurred) of any expenditure for which provision is made under Section 6 (a) arising from liability resulting from loss or **DAMAGE** to Pipes and Cables.

If the expenditure incurred by **US** shall include the amount for which **YOU** are responsible hereunder such amount shall be repaid by **YOU** to **US** forthwith For the purpose of this endorsement the expression ‘occurrence’ shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this section.

Subject otherwise to the terms exceptions and conditions of this policy

This **EXCESS** is not cumulative with any other **EXCESS** under Section 6 (a) of this policy.
6. It is hereby declared and agreed that in respect of
   (i) any trailer which is attached to any vehicle described in the schedule
   (ii) any trailer not having plant permanently attached which is temporarily detached from
        any such vehicle while away from YOUR PREMISES the indemnity provided by Section 6 (a)
        of this policy shall apply as though such trailer were a vehicle described in the schedule.

Provided that
   (a) WE shall be under no liability in respect of any trailer temporarily detached unless the
       vehicle to which such trailer was attached remains in the vicinity of such detached trailer
   (b) for the purposes of this section of the policy any trailer and plant permanently attached
       to such trailer shall together be deemed to constitute a trailer
   (c) except so far as is necessary to meet the requirements of the Road Traffic Acts WE shall
       be under no liability under Section 6 (a) of this policy in respect of liability arising out
       of the operation as a tool of such trailer or of plant forming part of such trailer or
       attached thereto.

Subject otherwise to the terms exceptions and conditions of this section of the policy.

7. It is hereby declared and agreed that Paragraph (b) (i) & (ii) of the clause of this section of the
   policy headed ‘Excepted Persons’ is cancelled

Subject otherwise to the terms exceptions and conditions of this section of the policy.

8. It is hereby declared and agreed that the indemnity provided by this policy shall apply in
   respect of any trailer described herein which is
   (a) attached to any vehicle described in the schedule
   or
   (b) unattached to any vehicle
   as though it were a vehicle described in the schedule.

Provided that
   except so far as is necessary to meet the requirements of the Road Traffic Acts WE shall be
   under no liability under Section 6 (a) of this policy in respect of liability arising out of the
   operation as a tool of such trailer or of plant forming part of such trailer or attached thereto.

It is further declared and agreed that for the purpose of this policy any trailer and plant
permanently attached to such trailer shall together be deemed to constitute a trailer.

Subject otherwise to the terms exceptions and conditions of this policy.

9. It is hereby declared and agreed that except so far as is necessary to meet the requirements
   of the Road Traffic Acts the following are added to the clause of this policy headed
   ‘Excepted Persons’
   (e) any person claiming in respect of injury to property resulting from the manufacture
       construction alteration repair or treatment of such property by YOU
   (f) any person claiming in respect of injury to person or property caused by or through
       property on which YOU have carried out any process of manufacture construction
       alteration repair or treatment.
(g) any person claiming in respect of injury to person or property caused by or resulting from subsidence flooding or water pollution

(h) any person claiming in respect of injury to person or property arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of any vehicle described in the schedule hereto

Reference to paragraphs (a) to (d) in the clause of this policy headed ‘Excepted Persons’ is deemed to read (a) to (h)

Subject otherwise to the terms exceptions and conditions of this policy.

10. Legal Costs:

For any event which may be the subject of indemnity under Section 1 WE will also pay at YOUR request, the cost of legal services arranged by US for defending a charge of manslaughter, under subsection (2) (a) of Section 53 of the Road Traffic Act 1961 for dangerous driving causing death or bodily injury subject to a limit of €2,600.

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

1. Claims

(a) In the event of any accident injury loss or DAMAGE likely to give rise to a claim under this section the YOU must

(i) as soon as practicable (but no later than 30 days from the date of the event) notify US and provide all information and assistance that WE may require

(ii) send US any claim writ summons or legal process as soon as it is received

(iii) notify US in writing as soon as he/she becomes aware of any impending prosecution or coroners inquest involving any person entitled to be indemnified under this section of the policy

(b) For the purposes of this part of the condition only the expression ‘YOU/YOUR’ shall mean YOU (as stated in the schedule) and any other person entitled to be indemnified under this section of the policy

(i) YOU (or YOUR 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) WE shall be entitled to use YOUR name for the purpose of resisting or enforcing any claim and YOU shall give to US all reasonable assistance in connection therewith and shall act in all cases in the best interests of US

(iii) WE shall have full power to settle any claim or part thereof without reference to YOU and in the event of any dispute between US and the YOU such settlement shall have the effect for all purposes as if it were made with the concurrence of YOU notwithstanding that such settlement may be made without admission of liability.

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 the Insurer 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 YOUR Vehicle against loss DAMAGE or breakdown and to maintain the YOUR vehicle in an efficient and roadworthy condition.

YOU shall also allow the OUR authorised representative to inspect YOUR Vehicle at any time.

4. **Laws relating to Compulsory Motor Insurance**

Any condition of this section of the policy and/or of any endorsement thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

5. **Duty to comply with Policy Conditions**

The due observance and fulfilment of the terms limitations exceptions conditions and endorsements of this section of the policy in so far as they relate to anything to be done or complied with by YOU shall be conditions precedent to any liability of OURS to make any payment under this policy. Upon proof of breach of Condition No. 4 ‘Laws Relating to Compulsory Motor Insurance’ WE shall be entitled to recover from YOU all sums paid by US including those for which WE would not have been liable but for the provisions of any Road Traffic Act or Road Traffic or Motor Traffic Law operative within the areas covered by this section of the policy.

6. **Definition of Public Place**

The expression ‘public place’ shall have the same meaning for the purposes of this section of the policy as it has for the purpose of Part VI of the Road Traffic Act 1961 and the expression YOU shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to YOUR personal representative.
Emergency Assistance
When the unexpected happens, it’s reassuring to know that help is at hand when you need it – that you can talk to someone who will be able to give you advice and assistance immediately.

Emergency Helpline
Zurich, in conjunction with our assistance company provide an Emergency Helpline, to ensure that customers get the reassurance they need.
As a Zurich customer you can avail of our 24 hour, 365 day helpline, by dialling 1890 208 408. Our experienced staff will ensure that your emergency is taken care of quickly and efficiently.
## Section 7 – Farm Personal Accident

### Meaning of Words
Certain words in this Section have special meanings. These meanings are given below.

**Insured person or insured people:**
YOU, YOUR spouse/partner and YOUR children up to the age of 16, or Other Persons, named in the schedule.

**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.

**Loss of sight**
Total and irrecoverable loss of all sight of one or both eyes.

**Permanent disability**
Total inability to attend to any occupation or profession which, 52 weeks after the injury, is proved to OUR satisfaction to be permanent.

**Temporary total or partial disability**
Temporary total or partial inability to attend to any occupation or profession.

In the event of bodily injury sustained by an insured person as shown in the schedule during the Period of Insurance, solely and directly caused by accidental, violent and visible and external means, WE will pay the amount shown in the Table of Benefits to the insured person (or his or her legal representative in the event of death as the case may require) as set out below or such additional benefits (or units) as may be specified in the Schedule.

<table>
<thead>
<tr>
<th>Cover</th>
<th>Table of Contents</th>
<th>PolicyHolder/Other Persons named in the schedule per unit purchased (max 5 units)</th>
<th>Child up to 16 years as named in the schedule per unit purchased (max 2 units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>If physical injury is the only and direct cause of:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Death</td>
<td>€20,000</td>
<td>Child up to 16 years as named in the schedule per unit purchased (max 2 units)</td>
<td></td>
</tr>
<tr>
<td>B. Loss of one or more limbs</td>
<td>€20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Loss of sight</td>
<td>€20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Permanent disability</td>
<td>€20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Temporary total disability</td>
<td>€150 per week</td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>F. Temporary partial disability</td>
<td>€75 per week</td>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>
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 in connection with the accident for which such claim is made up to fifteen per cent of the amount of such weekly benefit unless otherwise stated.

**Provisos**

1. No benefit shall be payable under items E and F:

(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.

2. The weekly benefit in respect of Item E cannot exceed the insured person’s weekly income and evidence of the insured person’s income over the preceding 12 months is required.

3. Benefits shall not be payable under more than one 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 items A to D in respect of the same bodily injury, Zurich being liable only for the balance.

4. 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.

5. After a person incurs any bodily injury resulting in a claim under any of the items A to D no further liability (in respect of that person) shall attach to Zurich to make any payment under Section 7 Farm Personal Accident.

**Geographical Limits**

1. The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

2. The rest of the world for the purposes of travel only.
Special Conditions

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, hunting, mountaineering, rock climbing, racing (other than on foot), playing hurling, Gaelic games and football, 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

(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 Armed Forces or Gardaí,

(e) the insured person working at heights in excess of 30 feet or depths 5 feet below ground level,

(f) the insured person flying (except as a passenger and not as a member of the crew for the purpose of engaging in any trade or technical operation therein in any properly certified or licensed power-driven aircraft constructed to carry passengers)

(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 excluded under Section 7 Farm Personal Accident (except where such treatment is rendered necessary by bodily injury caused by accident within the scope of this Policy).

3. Cover reduces to 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. **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:**

- an examination by a medical referee appointed by **US** for a non-fatal injury,
- a post-mortem examination if death occurs.
Section 8 – Farm Home Insurance

Meaning of Words
Certain words have special meanings and are defined in the general definitions page. They are DAMAGE, US, WE, OUR and YOU. To help YOU identify these words WE have printed them in capital letters throughout.

Other words with special meanings in this section are defined below and are printed in capital letters throughout.

Bodily Injury
Death, injury, nervous shock, illness or disease.

Buildings
The HOME, landlord’s fixtures and fittings on or in the HOME, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts and swimming pools, all at the situation of the PREMISES shown in the schedule.

Contents
HOUSEHOLD goods, personal belongings (including VALUABLE PROPERTY), collections of stamps, coins or medals up to €260, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650) 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:
• motor vehicles, caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them (other than ride-on lawnmowers up to a value of €6,500 kept in a locked domestic shed).
• any living creature.
• property owned or held in trust in connection with any business, profession or trade.
• MONEY of any kind.
• deeds (except as provided under paragraph 21), bonds, bills of exchange, securities, documents, manuscripts.
• property more specifically insured or any amount that YOU cannot recover from a more specific insurance because WE refuse or reduces the claim, or the sum insured is inadequate on a specified item.

Credit Cards
Credit, cheque, bankers or cash dispensing cards.

Excess
The monetary amount of any claim which is not insured. This amount is shown in the relevant paragraphs of the policy or in the schedule.
Family
YOUR relatives (including YOUR partner and all children) who normally live in the HOME.

Flood
(a) the escape of water from the normal confines of any natural or artificial water course
    (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam, or
(b) inundation from the sea whether resulting from storm or otherwise.

Geographical Limits
The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

Ground Heave
The upwards expansion of the ground resulting in DAMAGE to the building foundations.

Home
The private dwelling, garage and outbuildings used for domestic purposes only, all at the situation
of the PREMISES shown in the schedule.

Household
YOUR FAMILY and domestic staff permanently living in the HOME.

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

Premises
The BUILDINGS and the land used for domestic purposes belonging to them.

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

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

Unfurnished
Without sufficient furniture and furnishings for normal living purposes.

Unoccupied
Not permanently lived in by YOU or by a person authorised by YOU.

Valuable Property
Jewellery, items of gold, silver or other precious metals, watches, photographic equipment,
binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions,
other audio or video equipment and computer equipment. The most WE will pay is one third of
the sum insured by Section 8 (b) – Contents, but not more than €4,000 for any one article, set
or collection.
Section 8 (a) – Buildings

Meaning of Words
Words with special meanings in this section are defined on pages 51 – 52.

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>The BUILDINGS are insured against loss or DAMAGE caused by the events in paragraphs 1 to 11.</td>
<td>Smoke DAMAGE caused by:</td>
</tr>
<tr>
<td>1. Fire, smoke, lightning, explosion or earthquake.</td>
<td>• agricultural or industrial operations, any gradually operating cause, or smog. The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>2. Storm or FLOOD.</td>
<td>Loss or DAMAGE:</td>
</tr>
<tr>
<td></td>
<td>• caused by frost, SUBSIDENCE, GROUND HEAVE or landslip,</td>
</tr>
<tr>
<td></td>
<td>• to gates, fences or hedges,</td>
</tr>
<tr>
<td></td>
<td>• due to wear and tear or gradual deterioration. WE will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused DAMAGE to the BUILDINGS. The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>3. SUBSIDENCE or GROUND HEAVE of the site on which the BUILDINGS stand or landslip.</td>
<td>Loss or DAMAGE:</td>
</tr>
<tr>
<td></td>
<td>• 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 and the use of faulty materials,</td>
</tr>
<tr>
<td></td>
<td>• 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,</td>
</tr>
<tr>
<td></td>
<td>• to floor slabs unless the foundations beneath the walls are DAMAGED at the same time by the same cause,</td>
</tr>
<tr>
<td></td>
<td>• 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.</td>
</tr>
</tbody>
</table>
### Section 8 (a) – Buildings continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4. Stealing or attempted stealing.</strong></td>
<td>Loss or DAMAGE:</td>
</tr>
<tr>
<td></td>
<td>• 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,</td>
</tr>
<tr>
<td></td>
<td>• caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days,</td>
</tr>
<tr>
<td></td>
<td>• caused by a member of the HOUSEHOLD other than domestic staff.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td><strong>5. Riot, civil, labour or political disturbance.</strong></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td><strong>6. Vandals or malicious people.</strong></td>
<td>Loss or DAMAGE caused:</td>
</tr>
<tr>
<td></td>
<td>• by someone lawfully on the PREMISES,</td>
</tr>
<tr>
<td></td>
<td>• after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td><strong>7. Escape of water from or the bursting of any fixed domestic water or heating installation.</strong></td>
<td>Loss or DAMAGE:</td>
</tr>
<tr>
<td></td>
<td>• caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</td>
</tr>
<tr>
<td></td>
<td>• to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration.</td>
</tr>
<tr>
<td></td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td>The first €500 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td><strong>8. Escape of oil from any fixed domestic heating installation.</strong></td>
<td>Loss or DAMAGE:</td>
</tr>
<tr>
<td></td>
<td>• caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</td>
</tr>
<tr>
<td></td>
<td>• to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.</td>
</tr>
<tr>
<td></td>
<td>The first €500 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td><strong>9. Collision with the BUILDINGS, by aircraft, other aerial devices, road or rail vehicles, or articles</strong></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td><strong>10. Falling trees or branches.</strong></td>
<td>• loss or DAMAGE to gates, fences or hedges.</td>
</tr>
<tr>
<td></td>
<td>• DAMAGE caused by felling or lopping of trees.</td>
</tr>
<tr>
<td></td>
<td>• WE will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused DAMAGE to the BUILDINGS.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
</tbody>
</table>
### Section 8 (a) – Buildings continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>11. Falling aerials, aerial fittings, masts or dishes.</strong></td>
<td>Loss or <strong>DAMAGE</strong> to aerials and masts over 8 metres in height or dishes over 1 metre in diameter. The first €250 of each incident of loss or <strong>DAMAGE</strong>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>12. Breakage of fixed glass and sanitary ware</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the <strong>HOME</strong>.</td>
</tr>
<tr>
<td>Loss or <strong>DAMAGE</strong> caused:</td>
</tr>
<tr>
<td>• after the <strong>HOME</strong> is left <strong>UNFURNISHED</strong> or <strong>UNOCCUPIED</strong> for more than 30 consecutive days.</td>
</tr>
<tr>
<td>• by vandals or malicious people lawfully on the <strong>PREMISES</strong>.</td>
</tr>
<tr>
<td>The first €250 of each incident of loss or <strong>DAMAGE</strong>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>13. Service pipes and cables.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental <strong>DAMAGE</strong> to cables, underground pipes or underground tanks servicing the <strong>HOME</strong>.</td>
</tr>
<tr>
<td>• Loss or <strong>DAMAGE</strong> due to wear and tear, rust or gradual deterioration.</td>
</tr>
<tr>
<td>The first €250 of each incident of loss or <strong>DAMAGE</strong>; or:</td>
</tr>
<tr>
<td>the first €2,500 of each incident of loss or <strong>DAMAGE</strong> which results in <strong>SUBSIDENCE</strong> or <strong>GROUND HEAVE</strong> to the <strong>BUILDINGS</strong> which is a direct consequence of the accidental <strong>DAMAGE</strong> to cables, underground pipes or underground tanks servicing the <strong>HOME</strong>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>14. Blockage of sewer pipes.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The cost of breaking into and repairing the pipe between the main sewer and the <strong>HOME</strong> following the blockage of the pipe.</td>
</tr>
<tr>
<td>The first €250 of each incident of loss or <strong>DAMAGE</strong>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>15. Rent and Alternative Accommodation.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>If the <strong>HOME</strong> is made uninhabitable by <strong>DAMAGE</strong> from any cause insured by this section, <strong>WE</strong> will pay for:</td>
</tr>
<tr>
<td>• rent <strong>YOU</strong> would have received and rent which continues to be payable by <strong>YOU</strong>,</td>
</tr>
<tr>
<td>• the reasonable extra cost of comparable alternative accommodation if <strong>YOU</strong> occupy the <strong>HOME</strong>, but only during the period necessary to reinstate the <strong>HOME</strong> to a habitable condition. The work of reinstatement or repair must be done without delay. The most <strong>WE</strong> will pay under this paragraph is 20% of the sum insured by this section</td>
</tr>
</tbody>
</table>
### Section 8 (a) – Buildings continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| **16. Liability to the public.**<br>Any amounts which **YOU**, as owner of the **PREMISES**, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes **BODILY INJURY** to a person or accidental loss of or **DAMAGE** to property. The most **WE** will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by **US** in writing. | Liability arising directly or indirectly from:  
- an agreement which imposes a liability which **YOU** would not otherwise have been under,<br>- the occupation of the **PREMISES**,<br>- any business, profession or trade.<br>Liability for:<br>- **BODILY INJURY** to a member of **YOUR HOUSEHOLD** or any other person permanently residing with **YOU**,<br>- **BODILY INJURY** to a person under a contract of service or apprenticeship with **YOU** or a member of **YOUR FAMILY**,<br>- loss of or **DAMAGE** to property owned or held in trust by or in the custody or control of **YOU** or a member of **YOUR HOUSEHOLD** or any other person permanently residing with **YOU**. |
| **17. Fire brigade charges.**<br>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** in circumstances which have given rise to a valid claim under this policy. The maximum amount payable in respect of this cover under all sections of the policy as a whole is €10,000 for any one incident. | |
| **18. Extended accidental **DAMAGE**.**<br>The **BUILDINGS** are insured against any accidental **DAMAGE** in addition to the events under paragraphs 1 to 14 of this section | Loss or **DAMAGE**:  
- 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, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown.<br>- caused by chewing, scratching, tearing or fouling by domestic pets or farm animals.  
Any loss, **DAMAGE** or amount shown as not insured under paragraphs 1 to 14 of this section.  
The first €250 of each incident of loss or **DAMAGE**. |
| **19. Trace and Access.**<br>**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 where water or oil has escaped. | Loss or **DAMAGE**:  
- to the item from which the escape occurred.<br>- caused after the **HOME** is left **UNFURNISHED** or **UNOCCUPIED** for more than 30 consecutive days. |
Settling claims

WE will pay the full cost of repair or reinstatement as new of the DAMAGED part of the BUILDINGS provided that the work is done without delay or at OUR option WE will arrange for the work to be carried out. However, WE will deduct an amount for wear and tear if:

- at the time of the loss or DAMAGE the sum insured is less than the full cost of rebuilding the BUILDINGS as new,
- the BUILDINGS are in a poor state of repair or decoration.

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 WE will pay the reduction in market value resulting from the loss or DAMAGE but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most WE will pay under paragraphs 1 to 14, 18 and ‘Additional costs’ below is the sum insured by this section.

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

Additional costs

WE will pay the necessary and reasonable expenses that YOU incur in reinstating the BUILDINGS following loss or DAMAGE insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others,
- 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 requirement before the loss or DAMAGE.

WE will not pay:

- fees for preparing a claim under this section,
- costs in respect of undamaged parts of the BUILDINGS (except the foundations of the DAMAGED parts).
Mortgagees clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by YOU, YOUR HOUSEHOLD or any tenant that increases the danger of DAMAGE without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to US and pay an additional premium if required.

Index-linking

WE will automatically adjust the sum insured in line with changes in the House building Cost Index issued by the Department of the Environment.

This adjustment will:

• be subject to a minimum increase of 5%
• continue after any insured loss or DAMAGE if the 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.

Selling your home

If YOU are selling YOUR HOME WE will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.
Section 8 (b) – Contents

Meaning of Words
Words with special meanings in this section are defined on pages 51 – 52.

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>The CONTENTS are insured against loss or DAMAGE caused by the events in paragraphs 1 to 11.</td>
<td>Smoke DAMAGE caused by:</td>
</tr>
<tr>
<td></td>
<td>• agricultural or industrial operations,</td>
</tr>
<tr>
<td></td>
<td>• any gradually operating cause,</td>
</tr>
<tr>
<td></td>
<td>• smog.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>1. Fire, smoke, lightning, explosion or earthquake.</td>
<td></td>
</tr>
<tr>
<td>2. Storm or FLOOD.</td>
<td>Loss or DAMAGE caused by frost.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>3. SUBSIDENCE or GROUND HEAVE of the site on which the BUILDINGS stand or landslip.</td>
<td>Loss or DAMAGE:</td>
</tr>
<tr>
<td></td>
<td>• 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 and the use of faulty materials,</td>
</tr>
<tr>
<td></td>
<td>• caused by building on made-up ground or filled-in land,</td>
</tr>
<tr>
<td></td>
<td>• unless the HOME is DAMAGED at the same time by the same cause,</td>
</tr>
<tr>
<td></td>
<td>• to floor slabs unless the foundations beneath the walls are DAMAGED at the same time by the same cause,</td>
</tr>
<tr>
<td></td>
<td>• associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>The first €625 of each incident of loss or DAMAGE.</td>
</tr>
</tbody>
</table>
Section 8 (b) – Contents continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Stealing or attempted stealing.</td>
<td>Loss or DAMAGE:</td>
</tr>
<tr>
<td></td>
<td>• 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,</td>
</tr>
<tr>
<td></td>
<td>• caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days,</td>
</tr>
<tr>
<td></td>
<td>• caused by a member of the HOUSEHOLD other than domestic staff.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>5. Riot, civil, labour or political disturbance.</td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>6. Vandals or malicious people.</td>
<td>Loss or DAMAGE caused:</td>
</tr>
<tr>
<td></td>
<td>• by someone lawfully on the PREMISES,</td>
</tr>
<tr>
<td></td>
<td>• after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>7. Escape of water from any fixed domestic water or heating installation,</td>
<td>Loss or DAMAGE caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</td>
</tr>
<tr>
<td>washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.</td>
<td>The first €500 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>8. Escape of oil from any fixed domestic heating installation.</td>
<td>Loss or DAMAGE caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</td>
</tr>
<tr>
<td></td>
<td>The first €500 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>9. Collision by aircraft, other aerial devices, road or rail vehicles, or</td>
<td>Loss or DAMAGE caused by domestic pets.</td>
</tr>
<tr>
<td>articles falling from them, or by animals.</td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>10. Falling trees or branches.</td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>11. Falling aerials, aerial fittings, masts or dishes.</td>
<td>Loss or DAMAGE to aerials and masts over 8 metres in height or dishes over 1 metre in diameter.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>12. Breakage of glass. Accidental breakage while in the HOME of mirrors,</td>
<td>DAMAGE while any part of the HOME is lent, let or sub-let.</td>
</tr>
<tr>
<td>plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</td>
<td>Loss or DAMAGE caused:</td>
</tr>
<tr>
<td></td>
<td>• after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days,</td>
</tr>
<tr>
<td></td>
<td>• by vandals or malicious people lawfully on the PREMISES.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
</tbody>
</table>
### Section 8 (b) – Contents continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Audio, TV and video equipment.</td>
<td><strong>DAMAGE:</strong></td>
</tr>
<tr>
<td>Accidental <strong>DAMAGE</strong> while in the HOME to radios,</td>
<td>• while any part of the HOME is lent, let or sub-let,</td>
</tr>
<tr>
<td>televisions, (including satellite decoding equipment) other audio or</td>
<td>• caused by wear and tear or gradual deterioration,</td>
</tr>
<tr>
<td>video equipment and computer equipment.</td>
<td>• insects, vermin, corrosion, rot, mildew, fungus,</td>
</tr>
<tr>
<td></td>
<td>• atmospheric conditions, the action of light, any process of heating, drying,</td>
</tr>
<tr>
<td></td>
<td>cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design,</td>
</tr>
<tr>
<td></td>
<td>the use of faulty materials, or breakdown,</td>
</tr>
<tr>
<td></td>
<td>• to records, audio, video or computer discs, tapes or cassettes,</td>
</tr>
<tr>
<td></td>
<td>• to telephones or telephone equipment,</td>
</tr>
<tr>
<td></td>
<td>• caused by computer viruses.</td>
</tr>
<tr>
<td></td>
<td>The first €250 of each incident of loss or <strong>DAMAGE</strong>.</td>
</tr>
<tr>
<td>14. Personal <strong>MONEY</strong>.</td>
<td>**Loss of <strong>MONEY</strong> from the HOME while any part of the HOME is lent, let or sub-let,</td>
</tr>
<tr>
<td>Accidental loss of or accidental <strong>DAMAGE</strong> to <strong>MONEY</strong> belonging to YOU or</td>
<td>unless entry to or exit from the HOME is made using violence and force.</td>
</tr>
<tr>
<td>a member of YOUR FAMILY, anywhere in the world, up to €400.</td>
<td>Stealing of <strong>MONEY</strong> from an unattended road vehicle unless from a locked boot or</td>
</tr>
<tr>
<td></td>
<td>concealed compartment and entry or exit is made using violence and force.</td>
</tr>
<tr>
<td></td>
<td>Shortages caused by error or omission.</td>
</tr>
<tr>
<td></td>
<td>Depreciation in value.</td>
</tr>
<tr>
<td></td>
<td>Losses not reported to the police within 24 hours of discovery.</td>
</tr>
<tr>
<td></td>
<td>Confiscation or detention by customs or other officials.</td>
</tr>
<tr>
<td></td>
<td>The first €50 of each loss.</td>
</tr>
<tr>
<td>15. <strong>CREDIT CARDS</strong>.</td>
<td><strong>Unauthorised use by a member of YOUR HOUSEHOLD.</strong></td>
</tr>
<tr>
<td>Financial loss arising from unauthorised use following loss or theft of</td>
<td>Liability following breach of the terms and conditions of use.</td>
</tr>
<tr>
<td><strong>CREDIT CARDS</strong> belonging to YOU or a member of YOUR FAMILY, up to €650.</td>
<td>Confiscation or detention by customs or other officials.</td>
</tr>
<tr>
<td>16. <strong>Freezer CONTENTS</strong>.</td>
<td><strong>Deterioration resulting from the deliberate act of the supply authority.</strong></td>
</tr>
<tr>
<td>Deterioration of food or drink caused by:</td>
<td>Any consequence of strikes, labour or political disturbances.</td>
</tr>
<tr>
<td>• a change in temperature of the domestic freezer or refrigerator in the</td>
<td>• pollution resulting from deliberate acts of the supply authority.</td>
</tr>
<tr>
<td>HOME,</td>
<td>• contamination by accidental escape of refrigerant or refrigerant fumes.</td>
</tr>
<tr>
<td>WE will pay for the cost of replacing food and drink unfit for human</td>
<td><strong>WE</strong> will pay for the cost of replacing food and drink unfit for human consumption.</td>
</tr>
</tbody>
</table>
### Section 8 (b) – Contents continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>17. CONTENTS</strong> in the open.</td>
<td>Any loss, DAMAGE or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section. Plants and trees. Loss or DAMAGE due to wear and tear, rust or gradual deterioration. The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>The CONTENTS are insured while in the open within the boundaries of the land belonging to the HOME against loss or DAMAGE caused by events in paragraph 1 and paragraphs 3 to 11 of this section. The most WE will pay is €500.</td>
<td></td>
</tr>
</tbody>
</table>

| **18. CONTENTS** temporarily removed. | |
| The CONTENTS are insured within the GEOGRAPHICAL LIMITS while temporarily removed from the PREMISES against loss or DAMAGE caused by: | Loss or DAMAGE caused by storm, FLOOD or falling trees or branches while the CONTENTS are in transit or in the open. 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 events insured in paragraphs 1 to 3 and 5 to 11 of this section,  |
| - stealing or attempted stealing from:  |
| -- a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of YOU or a member of YOUR HOUSEHOLD,  |
| -- within an occupied building, boat or caravan used for residential purposes or a building where YOU or a member of YOUR FAMILY are employed, engaged in YOUR/their business or temporarily living,  |
| -- any other building provided entry to or exit from the building is made using violence and force. | |

| **19. HOUSEHOLD** removal. | MONEY, gold or silver articles, jewellery or furs. Loss or DAMAGE:  |
| Accidental loss of or accidental DAMAGE to the CONTENTS while they are: | - if YOU have arranged other insurance,  |
| - being moved by professional furniture removers to YOUR new HOME within the GEOGRAPHICAL LIMITS,  |
| - in temporary storage, for up to 7 days in a furniture depository. | - not reported to US within 7 days of delivery to the new HOME.  |

| **20. Accidental loss of oil or metered water.** | Loss or DAMAGE due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation. The first €250 of each incident of loss or DAMAGE. |
| Loss of: | |
| - oil from a domestic heating installation,  |
| - metered water, following accidental DAMAGE to the domestic water or heating installation. | |
## Section 8 (b) – Contents continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>21. Title deeds.</td>
<td>Any loss, DAMAGE or amount shown as not insured under paragraphs 1 to 11 of this section.</td>
</tr>
<tr>
<td>The cost of preparing new title deeds to the PREMISES if they are lost or DAMAGED by a cause insured under the events in paragraphs 1 to 11 of this section while in the HOME or while kept in YOUR bank for safe-keeping. The most WE will pay is €650.</td>
<td></td>
</tr>
<tr>
<td>22. Fatal Accidents.</td>
<td></td>
</tr>
<tr>
<td>Fatal injury to YOU and/or YOUR spouse or partner as a direct result of:</td>
<td></td>
</tr>
<tr>
<td>• fire, accident or assault, in the PREMISES, provided death follows within 12 months of the injury. The maximum amount payable by US is €6,500 in respect of any one incident.</td>
<td></td>
</tr>
<tr>
<td>23. Rent and alternative accommodation.</td>
<td></td>
</tr>
<tr>
<td>If the HOME is made uninhabitable by DAMAGE from any cause insured by this section WE will pay for:</td>
<td></td>
</tr>
<tr>
<td>• rent which continues to be payable by YOU,</td>
<td></td>
</tr>
<tr>
<td>• the reasonable extra cost of comparable alternative accommodation if YOU occupy the HOME,</td>
<td></td>
</tr>
<tr>
<td>• the reasonable cost of temporary storage of furniture,</td>
<td></td>
</tr>
<tr>
<td>• the reasonable extra cost of temporary accommodation for domestic pets, but only during the period necessary to reinstate the HOME to a habitable condition.</td>
<td></td>
</tr>
<tr>
<td>The work of reinstatement or repair must be done without delay. The most WE will pay under this paragraph is 20% of the sum insured by this section.</td>
<td></td>
</tr>
<tr>
<td>24. Replacement of locks.</td>
<td>The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td>The cost of replacing and fitting outside door locks to the HOME if the keys of such locks are stolen.</td>
<td></td>
</tr>
<tr>
<td>25. Tenant’s Liability</td>
<td>Excluded under this policy.</td>
</tr>
</tbody>
</table>
### What is insured

**26. Liability to domestic employees.**

Any amounts which **YOU** or a member of **YOUR FAMILY** become legally liable to pay as damages for **BODILY INJURY** to **YOUR** domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by **YOU** or a member of **YOUR FAMILY** in connection with **YOUR PREMISES** or any temporary residence within the Republic of Ireland.

The most **WE** will pay for any one claim or number of claims arising from one cause is €2,600,000. (This includes all costs agreed by **US** in writing).

Where **WE** agree to indemnify more than one party then nothing in this policy shall increase **OUR** liability to pay any amount in respect of one claim or series of claims in **EXCESS** of the amount stated above.

### What is not insured

**Liability for:**

- **BODILY INJURY** to any person employed by **YOU** or a member of **YOUR FAMILY** for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,
- **BODILY INJURY** to any member of **YOUR FAMILY** or any other person permanently residing with **YOU**.
- anyone who has entered into or works under a contract of service or apprenticeship with **YOU** in connection to **YOUR** business
- any labour only subcontractor or anyone employed by them in connection to **YOUR** business
- any self-employed person working for **YOU** in connection to **YOUR** business
- anyone who is engaged under a work experience scheme or similar scheme
- anyone who is hired or borrowed by **YOU** working for **YOU** under **YOUR** direct control and supervision in connection with **YOUR** business.

#### 27. Liability to the public.

Any amounts which **YOU** or a member of **YOUR HOUSEHOLD:**

- as occupier of the **PREMISES** or any other building, boat or caravan used as temporary holiday accommodation,
- as private individuals anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days.

Become legally liable to pay as compensation for an accident occurring during the period of insurance which causes **BODILY INJURY** to any person or loss of or **DAMAGE** to property.

The most **WE** will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by **US** in writing.

**Liability arising directly or indirectly from:**

- an agreement which imposes a liability which **YOU** or a member of **YOUR HOUSEHOLD** would not otherwise have been under,
- ownership of any land or building,
- any business, profession or trade,
- racing, hunting or playing polo,
- wilful or malicious acts,
- the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused,
- the transmission of any communicable disease, by **YOU** or a member of **YOUR HOUSEHOLD**.

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

- aircraft (except toys and models),
- mechanically propelled vehicles (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),
### Section 8 (b) – Contents continued

<table>
<thead>
<tr>
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<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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,</td>
</tr>
<tr>
<td></td>
<td>watercraft (except toys and models), sailboards or hovercraft,</td>
</tr>
<tr>
<td></td>
<td>firearms (except shotguns or airguns used for sporting activities),</td>
</tr>
<tr>
<td></td>
<td>animals (except horses and pets which are normally domesticated in the Republic of Ireland)</td>
</tr>
<tr>
<td>Liability arising directly or indirectly from the ownership, possession, use or control of:</td>
<td>Liability for:</td>
</tr>
<tr>
<td></td>
<td>dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations,</td>
</tr>
<tr>
<td></td>
<td>horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.</td>
</tr>
<tr>
<td></td>
<td>Liability for:</td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY to a member of YOUR HOUSEHOLD or any other person permanently residing with YOU, or to a person under a contract of service or apprenticeship with YOU or a member of YOUR FAMILY,</td>
</tr>
<tr>
<td></td>
<td>loss or DAMAGE to property owned or held in trust by or in the custody or control of YOU or a member of YOUR HOUSEHOLD or any other person permanently residing with YOU,</td>
</tr>
<tr>
<td></td>
<td>the first €125 of each incident of loss or DAMAGE in respect of temporary holiday accommodation.</td>
</tr>
</tbody>
</table>

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 CONTENTS in circumstances which have given rise to a valid claim under this policy. The maximum amount payable in respect of this cover under all sections of the policy as a whole is €10,000 for any one incident.

29. Christmas gifts.
The sum insured by this section is automatically increased by 10% during the month of December only, to insure gifts and extra food and drink bought for the Christmas season.
## Section 8 (b) – Contents continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>30. Wedding gifts.</strong>&lt;br&gt;The sum insured by this section is automatically increased by 10% to insure wedding gifts during the period of one month before and one month after the wedding day of YOU or a member of YOUR FAMILY</td>
<td>Losses that can be recovered under another insurance.</td>
</tr>
<tr>
<td><strong>31. Extended accidental DAMAGE.</strong>&lt;br&gt;The CONTENTS are insured while in the HOME against any accidental DAMAGE in</td>
<td>CONTENTS lost in the HOME. DAMAGE to clothing (including furs), hearing aids, contact lenses, MONEY, stamps, coins or medals, food or drink. Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. DAMAGE caused by or arising from: • wear and tear or gradual deterioration, • gradually operating causes, • insects, parasites or vermin, • corrosion, fungus, mildew or rot, • atmospheric or climatic conditions, frost or the action of light, • alteration, repair, maintenance, restoration, dismantling, renovation or breakdown, • chewing, scratching, tearing or fouling by domestic pets or farms animals belonging to YOU or a member of YOUR HOUSEHOLD, • computer viruses, • any process of cleaning, drying, dyeing, heating or washing, • faulty design or workmanship or the use of faulty materials, • demolition, structural alteration or structural repair of the BUILDINGS. Any loss, DAMAGE or amount shown as not insured under paragraphs 1 to 13 of this section. The first €250 of each incident of loss or DAMAGE.</td>
</tr>
<tr>
<td><strong>32. Domestic Employees.</strong>&lt;br&gt;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.</td>
<td>Any loss, DAMAGE or amount shown as not insured under paragraphs 1 to 11 of this section.</td>
</tr>
<tr>
<td><strong>33. Jury Service.</strong>&lt;br&gt;WE will pay up to €15 per day (up to a total of €450) for each day or part day attended at Court by YOU or YOUR spouse/partner.</td>
<td></td>
</tr>
</tbody>
</table>
Settling claims

WE will pay the full cost of replacement as new or repair of the CONTENTS lost or DAMAGED or at OUR option WE will replace the CONTENTS or arrange for the repair work to be carried out. However, WE will deduct an amount for wear and tear:

- for clothing, furs and linen,
- for floor coverings more than 12 months old where a claim arises under paragraph 36, extended accidental DAMAGE,
- if at the time of the loss or DAMAGE the sum insured does not represent the full cost of replacement of the CONTENTS as new after allowing for deterioration of clothing, linen and furs.

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 but see the limitations on pages 51 & 52 with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and VALUABLE PROPERTY.

WE will automatically reinstate the sum insured from the date of payment of any claim unless WE give YOU written notice to the contrary before payment.

Index-linking

WE will automatically adjust the sum insured in line with changes in the Household Durable Goods section of the Consumer Price Index issued by the Central Statistics Office.

This adjustment will:

- be subject to a minimum increase of 5%,
- continue after any insured loss or DAMAGE if the repairs or reinstatement are carried out without delay.

We will not charge extra premium during the period of insurance but at the end of the period WE will calculate the renewal premium on the revised sum insured.
**Section 8 (c) – ‘All Risks’**

**Meaning of Words**
Words with special meanings in this section are defined on pages 51 – 52.

**The cover**

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>The property all belonging to or the legal responsibility of YOU or a member of YOUR HOUSEHOLD and listed under any Item number in this section is insured against accidental loss or DAMAGE anywhere in the GEOGRAPHICAL LIMITS and elsewhere for 60 days in any one period of insurance if the schedule shows that YOU have selected this section.</td>
<td>Loss or DAMAGE caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. 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. Property more specifically insured or any amount that YOU cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</td>
</tr>
</tbody>
</table>

**Item 1 – Unspecified Personal Possessions**
Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, prams and the like and other personal possessions normally worn or carried on the person and unspecified clothing (including furs).

The most WE will pay for any one article, set or collection is 33% of the sum insured by this Item or €1,300 whichever is the less.

**Special Automatic Cover:**
Provided cover is operative under Section 8 (b) Contents, Paragraph 31 extended accidental DAMAGE, the Policy automatically includes cover under this item for unspecified personal possessions up to €1,300. The most WE will pay for any one article, set or collection under this automatic cover is €650.

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

Any article insurable under Sections: 8 (d) – Sports Equipment or 8 (e) Pedal Cycles. **MONEY** of any kind, contact lenses, dentures, camping equipment, guns or tools. Stealing of property from an unattended road vehicle unless from a locked boot. The first €50 of each incident of loss or DAMAGE.
Section 8 (c) – ‘All Risks’ continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item 2 – Specified Items</strong></td>
<td></td>
</tr>
<tr>
<td>Specified items listed in the schedule.</td>
<td></td>
</tr>
<tr>
<td>The most <strong>WE</strong> will pay is the sum insured for the</td>
<td></td>
</tr>
<tr>
<td>individual items.</td>
<td></td>
</tr>
<tr>
<td><strong>The first €50 of each incident of loss or DAMAGE.</strong></td>
<td></td>
</tr>
</tbody>
</table>

Settling claims

**We** will pay the full cost of replacement as new or repair of the article lost or **DAMAGED** less an amount for wear and tear in respect of clothing and furs or at **OUR** option **WE** will replace the article or arrange for its repair. If **YOU** do not replace the article which is lost or **DAMAGED** beyond economical repair **WE** will pay the resale market value only.
Section 8 (d) – Sports Equipment

Meaning of Words
Words with special meanings in this section are defined on pages 51 – 52.

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>The property all belonging to or the legal responsibility of YOU or a member of YOUR HOUSEHOLD and listed under any item in this section is insured against accidental loss or DAMAGE anywhere in the GEOGRAPHICAL LIMITS and elsewhere for 60 days in any one period of insurance if the schedule shows that YOU have selected this section.</td>
<td>Loss or DAMAGE caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. DAMAGE to guns by internal explosion. Sports equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. Property more specifically insured or any amount that YOU cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</td>
</tr>
<tr>
<td>Sports equipment and clothing for those sports shown in the schedule.</td>
<td>Loss or DAMAGE to:</td>
</tr>
<tr>
<td>The most WE will pay is the sum insured for the individual items.</td>
<td>• angling tackle while being used for shark or tunny fishing,</td>
</tr>
<tr>
<td></td>
<td>• shuttlecocks and balls in play. DAMAGE while in use to cricket bats, squash, badminton and tennis rackets, racket strings, golf clubs or skiing equipment.</td>
</tr>
</tbody>
</table>

Settling claims

WE will pay the full cost of replacement as new or repair of the article lost or DAMAGED less an amount for wear and tear in respect of clothing or at OUR option WE will replace the article or arrange for its repair. If YOU do not replace the article which is lost or DAMAGED beyond economical repair WE will pay the resale market value only.
Section 8 (e) – Pedal Cycles

Meaning of Words

Words with special meanings in this section are defined on pages 51 – 52.

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>The property all belonging to or the legal responsibility of YOU or a member of YOUR HOUSEHOLD and listed under any item in this section is insured against accidental loss or DAMAGE anywhere in the GEOGRAPHICAL LIMITS and elsewhere for 60 days in any one period of insurance if the schedule shows that YOU have selected this section.</td>
<td>This applies to all items of this section. Loss or DAMAGE caused by wear and tear or gradual deterioration, depreciation in value, corrosion, the action of light, any process of cleaning, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. Property more specifically insured or any amount that YOU cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</td>
</tr>
</tbody>
</table>

Pedal cycles, including accessories, shown in the schedule. The most WE will pay is the sum insured for the individual items. | Lamps, tyres or accessories unless the pedal cycle is lost or DAMAGED at the same time. Loss or DAMAGE while the pedal cycle is being used for racing, pacemaking or trials. Theft of a pedal cycle outside the HOME unless from a locked building or immobilised by a security device. The first €50 of each incident of loss or DAMAGE. |

Settling claims

WE will pay the full cost of replacement as new or repair of the article lost or DAMAGED or at OUR option WE will replace the article or arrange for its repair. If YOU do not replace the article which is lost or DAMAGED beyond economical repair WE will pay the resale market value only.
Section 8 (f) – Trailer Caravans

**Meaning of Words**

Words with special meanings in this section are defined on pages 51 – 52.

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| 1. **WE** insure the property shown in the schedule belonging to or the legal responsibility of **YOU** or a member of **YOUR HOUSEHOLD** against accidental loss or **DAMAGE** while:  
  • in the Republic of Ireland and the United Kingdom including transit by sea,  
  • in the continent of Europe for 60 days in anyone period of insurance including transit by sea. | This applies to both Items of this section.  
Loss or **DAMAGE** caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.  
Loss or **DAMAGE** while the caravan:  
  • is let for hire or reward or used as a permanent residence,  
  • is being used other than for social, domestic or pleasure purposes.  
Loss or **DAMAGE** by storm or **FLOOD** unless the caravan is anchored at each corner of the chassis by chains or wire hawser to standard anchorage screws except:  
  • when the caravan is being towed or is temporarily detached during the course of a journey,  
  • when the caravan is laid up at the Insured's permanent residence either under cover or otherwise reasonably protected from high winds.  
Property more specifically insured or any amount that **YOU** cannot recover from a more specific insurance because the insurer refuses or reduces the claim.  
The first €50 of each incident of loss or **DAMAGE**. |

Item 1. The caravan and its equipment, including awnings, fixtures, fittings, furnishings and utensils, in or on the caravan.  
The most **WE** will pay is the sum insured by this item.  
**DAMAGE** to tyres by road punctures, cuts or bursts. Loss of or **DAMAGE** to awnings by storm or **FLOOD**.

Item 2. Personal possessions while in the caravan or awning or in the vehicle towing the caravan. The most **WE** will pay for any one article, set or collection is €130.  
The most **WE** will pay in total is the sum insured by this item.  
Deeds, bonds, bills of exchange, securities, documents, manuscripts, stamps, coins, medals or **MONEY**.
Section 8 (f) – Trailer Caravans continued

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. WE will pay the reasonable cost of protecting and removing the caravan to the nearest specialist repairers if it is disabled through DAMAGE insured by this section.</td>
<td></td>
</tr>
<tr>
<td>3. WE will pay the reasonable cost of delivering the caravan after such repair to YOUR HOME.</td>
<td></td>
</tr>
<tr>
<td>4. WE will pay the necessary cost of dismantling or removing the debris of the caravan if it is DAMAGED by an event insured by this section. The most WE will pay is 5% of the sum insured by paragraph 1, Item 1 of this section.</td>
<td></td>
</tr>
</tbody>
</table>
| 5. Any amounts which YOU or a member of YOUR HOUSEHOLD become legally liable to pay as compensation for an accident caused by, through, or in connection with, the caravan and its equipment, which results in BODILY INJURY to a person or loss of or DAMAGE to property. The accident must occur during the period of insurance. The most WE will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by US in writing. | Liability arising directly or indirectly from an agreement which imposes a liability which YOU or a member of YOUR HOUSEHOLD would not otherwise have been under. Liability for:  
  • BODILY INJURY to a member of YOUR HOUSEHOLD or to a person under contract of service or apprenticeship with YOU or a member of YOUR FAMILY,  
  • an accident caused directly or indirectly by a vehicle towing a caravan or by the caravan or its equipment while being towed. Liability while the caravan:  
    • is let for hire or reward,  
    • is being used other than for social, domestic or pleasure purposes. Liability arising directly or indirectly from the ownership or use of any trailer caravan whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act. |
Settling claims

**Item 1**
WE will pay the cost of replacement or repair of the property lost or DAMAGED, or at OUR option replace the property or arrange for the repair work to be carried out, after taking off an amount for wear and tear. If to OUR knowledge the property is the subject of a hire-purchase or leasing agreement and YOU do not replace or repair the property that is lost or DAMAGED WE will make any payment to the owner. The owner’s receipt will be a full and final discharge of OUR liability under this Item.

**Underinsurance**
If the sum insured on the caravan and its equipment at the time of the insured loss or DAMAGE is less than the cost of their replacement as new (after deduction for wear and tear) YOU shall be considered as being YOUR own insurer for the difference and WE will pay only the proportion of the loss or DAMAGE which the sum insured bears to such cost.

**Item 2**
WE will pay the full cost of replacement as new or repair of the property lost or DAMAGED or at OUR option WE will replace the property or arrange for repair work to be carried out.

However, WE will take off an amount for wear and tear:

- for clothing and linen,

- if at the time of the loss or DAMAGE the sum insured does not represent the full cost of replacement of all the property insured as new after allowing for deterioration of clothing and linen,

- if YOU do not repair or replace the property.

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

If it is necessary to make an allowance for wear and tear then the cost of replacement as new less the allowance for wear and tear will be compared with YOUR actual sum insured. YOU will only be paid that proportion of the loss or DAMAGE which YOUR sum insured bears to this cost of replacement.
Section 8 (g) – Boats

Meaning of Words

Property
The craft and its equipment shown in the schedule and belonging to or the legal responsibility of YOU or a member of YOUR FAMILY.

Other words with special meanings in this section are defined on pages 51 – 52.

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The PROPERTY is insured against accidental loss or DAMAGE while:</td>
<td>The EXCESS shown in the schedule for each incident of loss or DAMAGE (except total loss or DAMAGE of the craft).</td>
</tr>
<tr>
<td>• ashore,</td>
<td>Loss or DAMAGE caused by wear and tear or gradual deterioration, depreciation, corrosion, rot, mildew, fungus, breakdown, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</td>
</tr>
<tr>
<td>• in transit or afloat on inland and coastal waters of the GEOGRAPHICAL LIMITS or Europe.</td>
<td>Loss or DAMAGE while the PROPERTY:</td>
</tr>
<tr>
<td>Item 1 The craft, trolley, life-jackets, buoyancy aids and water-skis.</td>
<td>• is let for hire or reward,</td>
</tr>
<tr>
<td>Item 2 The outboard motor.</td>
<td>• is being used other than for social, domestic or pleasure purposes.</td>
</tr>
<tr>
<td>Item 3 The trailer.</td>
<td>Stealing of gear and equipment unless entry or exit is made using violence and force or removal involves violence and force.</td>
</tr>
<tr>
<td></td>
<td>Stealing of an outboard motor unless it is secured by an anti-theft device as well as its normal method of attachment.</td>
</tr>
<tr>
<td></td>
<td>Stealing of a sailboard:</td>
</tr>
<tr>
<td></td>
<td>• from a car roof rack unless the sailboard is secured by an anti-theft device as well as its normal method of attachment,</td>
</tr>
<tr>
<td></td>
<td>• unless entry or exit is made using violence and force or removal involves violence and force.</td>
</tr>
<tr>
<td></td>
<td>Loss or DAMAGE while the craft is left unattended at anchor or afloat on moorings (except as agreed by US in writing).</td>
</tr>
<tr>
<td></td>
<td>Loss or DAMAGE to propellers while in use on craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.</td>
</tr>
</tbody>
</table>

2. WE will pay for all salvage charges and necessary expenses incurred in minimising or averting a claim under paragraph 1 of this section.
### Special conditions applying to all craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.

When the craft is underway **YOU** or another competent person must be on board and in control.

Any trailer left unattended must be immobilised or fitted with an anti-theft device.

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

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

### Settling claims

**WE** will pay the cost of replacement or repair of the PROPERTY lost or DAMAGED including associated necessary expenses but **WE** may at **OUR** option replace or repair the PROPERTY that is lost or DAMAGED.

If **WE** take this option:
- **YOU** shall send **US** when required all such plans, specifications and information as **WE** may deem necessary,
- **WE** will replace or repair the PROPERTY in a reasonable manner even though it may not be restored exactly to its former appearance and condition.

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<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Any amounts which <strong>YOU</strong> or a member of YOUR FAMILY become legally liable to pay:</td>
<td>Liability arising directly or indirectly from an agreement which imposes a liability which <strong>YOU</strong> or a member of YOUR FAMILY would not otherwise have been under.</td>
</tr>
<tr>
<td>• as compensation for an accident causing BODILY INJURY to a person or loss of or DAMAGE to property,</td>
<td>Liability:</td>
</tr>
<tr>
<td>• for the cost of any attempted or actual raising, removal or destruction of the wreck of the craft or any neglect or failure to do so.</td>
<td>• for BODILY INJURY to workmen or others whom <strong>YOU</strong> employ for any reason in connection with the property,</td>
</tr>
<tr>
<td>The accident must occur during the period of insurance and arise from the ownership or use of the property by <strong>YOU</strong> or a member of YOUR FAMILY.</td>
<td>• occurring while the property is in transit by road,</td>
</tr>
<tr>
<td>This paragraph applies equally to a person who, with <strong>YOUR</strong> permission, is navigating or in charge of the craft or being towed on water-skis by the craft.</td>
<td>• occurring while a person is being towed or is preparing to be towed by the craft in connection with paragliding, hang-gliding, water-skiing or ski-kiteing or similar sports or after the person has been towed until safely aboard the craft again.</td>
</tr>
<tr>
<td>The most <strong>WE</strong> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <strong>US</strong> in writing.</td>
<td>Liability while the property:</td>
</tr>
<tr>
<td>• is let for hire or reward,</td>
<td>• is being used other than for social, domestic or pleasure purposes.</td>
</tr>
<tr>
<td>• is being used other than for social, domestic or pleasure purposes.</td>
<td>Liability arising directly or indirectly from the ownership or use of vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</td>
</tr>
</tbody>
</table>
The most WE will pay:

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

Conditions Applicable to Section 8 Farm Home

In addition to the General Conditions of the policy, these apply to Section 8 (a) to Section 8 (h)
In the following conditions YOU also includes any other person insured under Section 8 Farm Home.

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

Exclusions Applicable to Section 8 Farm Home

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

1. CONSEQUENTIAL LOSS of any kind or description incurred by YOU or any member of YOUR HOUSEHOLD,
2. the cost of maintenance or normal redecoration,
3. loss or DAMAGE caused by wear and tear or gradual deterioration.

Other Clauses

Operative only if indicated in the schedule

Clause HP51 – Security Alarm Clause

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

1. The intruder alarm system approved by US will be put into full and effective operation whenever the HOME is left unattended.

2. The combination for the intruder alarm keypad will be:
   - changed from that set by the manufacturer,
   - not displayed adjacent to the control box,
   - changed if it becomes known to an unauthorised person.

3. The keys of the intruder alarm system will be removed:
   - from the HOME whenever the HOME is left unattended,
   - from the controls when the system is in operation.

If YOU do not comply with requirements 1, 2 and 3, WE will not pay the first €315 of each such incident of loss or DAMAGE by stealing or attempted stealing.

Clause HH141 – Security Locks Clause

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

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

Clause HP84 – Fire Cover only

YOU are only covered for fire, lightning, explosion and earthquake until the HOME is permanently occupied.

Clause HH124

Paragraph 16 of Section 8 (a) Buildings and Paragraph 27 of Section 8 (b) Contents are extended to permit YOU to let the HOME to a FAMILY.

Clause HH125

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

Clause HH126

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

Clause HH152 – Voluntary Excess

In accordance with the Voluntary EXCESS option that YOU have selected, WE confirm that the standard Policy Excesses of €250 and €50 are increased to €500 wherever they appear in the policy.

Where WE have imposed an increased EXCESS, this voluntary EXCESS will be in addition to the imposed EXCESS.
 Clause HH153 – Voluntary Excess

In accordance with the Voluntary EXCESS option that YOU have selected, WE confirm that the standard Excesses for Section 8 Farm HOME of €250, and €50 are increased to €1,000 wherever they appear in the policy.

Where WE have imposed an increased EXCESS, this voluntary EXCESS will be in addition to the imposed EXCESS.

Complaints Procedures

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

• if YOU have arranged YOUR policy with Zurich through a Broker, YOU should firstly direct YOUR complaint to the Broker with whom YOU arranged YOUR policy
• if YOU deal with US directly, YOU should contact the Customer Services Co-ordinator, Zurich Insurance, PO Box 78, Wexford. Telephone (01) 667 0666

If the complaint is not resolved to YOUR satisfaction, YOU should write to the Chief Executive Officer at the aforementioned address, or alternatively YOU may wish to contact:

(i) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914
(ii) Financial Services Ombudsman’s Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
(iii) The Central Bank of Ireland, P.O. Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77

YOUR right to take legal action is not affected by following any of the above procedures

Data Protection

Zurich is committed to protecting YOUR privacy. Please read OUR Data Protection & Privacy Policy below so that YOU understand how Zurich may process and protect personal information that WE may obtain about YOU (‘Customer Data’), the circumstances in which WE may disclose it to anyone, the choices YOU have regarding OUR use of the information and YOUR ability to correct the information. If YOU have any comments, queries or suggestions about OUR Data Protection & Privacy Policy or the level of security practices of Zurich, or YOU wish to change, modify, update or remove YOUR Customer Data, contact US by email at dataprotectionofficer@zurich.ie or via postal mail by writing to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford.

Collection and Use of Customer Data

Zurich uses YOUR Customer Data for the provision and administration of insurance products and related services. Examples of the actual or possible uses of YOUR Customer Data are: processing YOUR insurance application, processing claims, statistical analysis, underwriting purposes, fraud prevention, market research, risk management and provision of advice.

YOUR Customer Data may also be used by Zurich to provide YOU with information about products and services from US or other products and services which are arranged for YOU by US with other companies within the Zurich Insurance Group or with a third party. WE operate a strict
opt-out policy, such that all direct marketing material contains the option to opt-out of future direct marketing. Furthermore, YOU may opt-out at any time by writing to the Data Protection Officer at the address mentioned above.

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

- Share information about you with companies within the Zurich Insurance Group, other organisations outside the Zurich Insurance Group including where applicable private investigators and public bodies including An Garda Síochána.
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.
- Below is a sample of such databases used:
  - the Insurance Link Anti-Fraud register (for more info see www.inslink.ie)
  - the Integrated Information Data System (‘IIDS’) to verify information including penalty points and NCD
  - MIAFRTR (Motor Insurance Anti-Fraud and Theft Register) operated by the Association of British Insurers in the UK to logs all insurance claims relating to written-off and stolen vehicles in the UK
  - The National Vehicle File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the Republic of Ireland
  - Companies Registration Office.

The databases used are not limited to those listed above and are subject to change at any time.

Zurich may also use your personal data, the personal data of your named drivers or members of your household, information about your vehicle or property to search these agencies, databases and other publicly available information to:

- Help make decisions about the provision and administration of insurance, credit and related services for you.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with Zurich.
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and placed on an industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self-insurers or statutory authorities.

Insurance companies share claims data:

a) to ensure that more than one claim cannot be made for the same personal injury or property damage

b) to check that claims information matches what was provided when insurance cover was taken out

c) and, when required, to act as a basis for investigating claims to verify recorded information or when we suspect that insurance fraud is being attempted.
The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

Information about insurers’ obligations in relation to your information is contained in the Data Protection Commissioner’s Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie.

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right then please contact us at the address below.

You may be required to provide Zurich with sensitive personal data e.g. information relating to your physical or mental health or the commission or alleged commission of an offence (‘Sensitive Data’). Zurich is committed to protecting the privacy of Sensitive Data and will only use Sensitive Data in a manner consistent with this Data Protection & Privacy Policy.

This processing of information applies to both our online and off line work practices.

By disclosing your Customer Data to Zurich you indicate your consent to the collection, storage, processing and use of your Customer Data by us as described in this Data Protection and Privacy Policy.

Disclosure of Customer Data

Zurich considers your Customer Data to be private and confidential. Zurich may sometimes disclose information about you to agents or service providers appointed by us, regulatory bodies, other insurance companies (directly or via a central register) and other companies within the Zurich Insurance Group and our partners both inside and outside of the European Economic Area in connection with the provision of services to you. Zurich may access and/or disclose your Customer Data if required to do so by law or in the good faith and belief that such action is necessary to: (a) conform with the law or comply with legal process served on Zurich; (b) protect and defend the rights or property of Zurich including, without limitation the security and integrity of our network; or (c) act under pressing circumstances to protect the personal safety of users of our services or members of the public.

Access to and Rectification of your Customer Data

You are entitled to copies of your Customer Data held by us as the data controller. We will provide you with a copy of the Customer Data kept by us as soon as may be and in any event not more than 40 days after the request in writing. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich. All requests should be addressed to the Data Protection Officer, Zurich at the address mentioned above. If the information we hold about you is inaccurate, please let us know and we will make the necessary amendments and confirm that these have been made within 40 days of receipt of your request. We will hold on to your Customer Data for as long as necessary for the purposes of providing insurance products and related services to you.

Insurance-Link Central Register

The Insurance Link Central Register is maintained by insurance companies under the auspices of the Insurance Ireland. The information from the insurance link register is shared with other insurance companies. It is part of the Insurance Federations campaign in the fight to eradicate fraudulent claims. Where appropriate, information may be passed to relevant enforcement agencies. You have a right of access to customer data held about you by Insurance Link Central Register. For more information write to our Data Protection Officer at the address mentioned above.

Security of Customer Data

Zurich is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your Customer Data from unauthorised
access, alteration, use, disclosure, accidental loss or destruction. For example, WE store the personal information YOU provide on computer systems with limited access, which are located in controlled facilities. When WE transmit highly confidential information (such as a credit card number) over the internet, WE protect it through the use of encryption and secure servers. As effective as modern security practices are, WE cannot guarantee the complete security of OUR database, nor can WE guarantee that information YOU supply won’t be intercepted while being transmitted to US over the Internet. Zurich will continue to revise policies and implement additional security features as new technologies become available.

Claims History
Under the conditions of YOUR policy YOU must tell US about any Insurance related incidents (such as fire, water DAMAGE, theft or an accident) whether or not they give rise to a claim. When YOU tell US about an incident WE will pass information relating to it to a database. WE may search these databases when YOU apply for insurance, in the event of any incident or claim, or at time of renewal to validate YOUR claims history or that of any other person or property likely to be involved in the policy or claim. YOU should show this notice to anyone insured under the policy.

Customer Information

Farm Safety
Farming is an enjoyable and fulfilling occupation but it can also be very hazardous, with tragic deaths and serious injuries occurring on Irish farms every year. The safety of you, your family and employees is of paramount importance to Zurich. We have therefore developed a Farm Safety Guide that provides you with useful information and safety tips to help you manage and minimise the risks associated with farming. A copy of Zurich’s Farm Safety Guide will be issued to you together with your policy document. Please familiarise yourself with its contents.

Arson Prevention
Each year Insurance Companies pay out in EXCESS of €13,000,000 in claims for fires started deliberately. Deliberate fire may be associated with vandalism or burglary and can result in:

- PREMISES being extensively DAMAGED or destroyed
- people being seriously injured or even killed
- businesses bankrupted

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder:

- strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms
- accompany visitors on and off YOUR PREMISES if possible or at least monitor their movements. Check anyone YOU don’t recognise
- keep all combustible materials under lock and key, if possible – at least remove from open yards timber pallets should be stored in open areas well away from buildings or perimeter fences hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day
- gas cylinders should be locked away in a secure and well ventilated compound
• petrol or diesel pumps should be immobilised
• draw up a plan to deal with the threat of bombs/incendiary attacks
• be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate should help protect YOUR buildings from deliberate fire.

Storm Loss Prevention
To minimise DAMAGE from storms, WE suggest the following:
• roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace where there are signs of deterioration. Remember, YOUR policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes DAMAGE caused by wear and tear and gradual deterioration
• ensure YOUR tiles and guttering are secure
• check that the gutters and drains are not blocked
• if a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it

Water Damage Prevention
There are various weather hazards which YOU cannot avoid, but against which YOU can protect YOUR PREMISES:
• lag pipes and water tanks wherever possible
• leave the underside of tanks free to ensure rising warmth can reach them
• replace washers on dripping taps

Burglary Prevention
Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered building. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.
• all external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock
• all patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of the frame
• all ground floor windows and other accessible windows, fanlights and roof lights should be fitted and key-operated security locks or stops with removable keys or key-operated security bolts with removable keys

Liability Claims
• training record – a training record signed by employees, should be documented and kept on file for each and every employee
• health & safety statement – this should be read by all employees and a signed note (by each employee) should be kept on the personnel file to confirm that the statement has been read
• accident register – maintain an accident register to record details of all incidents/claims