

Farm Protection Insurance

Policy Document



What to do in the event of a claim

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

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Your Policy/Contract of Insurance

Farm Protection Insurance Policy

Zurich Insurance plc (The **Insurer**) having accepted or agreed to accept **Your** premium for any **Period of Insurance**, will indemnify or otherwise compensate **You** in the manner and to the extent described within **Your Policy**. The **Submission** in respect of this insurance made to **Us** by **You** whether in writing or otherwise shall be the basis of this contract of insurance between **You** and **Us**.

Your Policy is comprised of this **Policy Document**, **Your Schedule** and **Certificates of Insurance**. These documents, together with **Your Submissions** and any other documentation issued by **Us** in connection with **Your Policy**, comprise **Your** contract of Insurance.

This **Policy Document** is made up of a number of **Sections** (including the Definitions, Extensions, Exclusions, Conditions and **Endorsements**). These **Sections** describe the different types of insurance cover that may be made available to **You** under **Your Policy**. The **Sections** that apply to **Your Policy** are set out in **Your Schedule**.

Please carefully read this **Policy Document**, **Your Schedule**, **Certificates of Insurance** and any other **Policy** documentation issued to **You** by **Us** to ensure that **You** are satisfied that **Your Policy** provides the cover **You** need. Please note, in particular, the Exclusions and Conditions described in this **Policy Document** (both the General Exclusions/Conditions and the specific Section Exclusions/Conditions that apply to **Your Policy**) and any **Endorsements** noted in **Your Schedule**.

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

General Definitions

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

1. Business (applicable to Sections 1-6)

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

- a) ownership use repair decoration and maintenance of property and **Premises** owned or occupied by **You** in connection with the **Business** but not construction re-construction structural alteration or demolition of such **Premises**
- b) the provision in the course of the **Business** of first aid medical and dental services ambulance fire security services and safety organisations
- c) private work carried out by an **Employee** for any partner or director of the **Business** described in the **Schedule** of cover including duties as a chauffeur provided always that the partner or director is not entitled to indemnity under any other policy and such work is not in pursuit of any trade or **Business**
- d) the repair and maintenance of vehicles or plant owned or used by **You** in the course of the **Business**.

2. Certificate(s) of Insurance

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

3. Endorsement

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

4. Excess or Deductible

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

5. Period of Insurance

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

6. Policy

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

7. Policy Document

Shall mean this Document.

8. Premises

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

9. Schedule

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

10. Section/Sections

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

11. Submission

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

12. Sum Insured

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

13. Territorial Limits

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

14. We, Us, Our, Insurer

Zurich Insurance plc.

15. You, Your

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

Section 1 – Farm Commercial & Section 2 – Business Interruption

Section Definitions

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

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

Definitions

1. Business Interruption

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

2. Damage or Damaged

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

3. Item of Property Insured

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

4. Property Insured

Item 1. Building(s)

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

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

Item 2. Farming machinery and Equipment

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

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

Item 3. Roots and Potatoes

Item 4. Silage in the open at the Premises

Item 5. Agricultural Produce and Farming Stock

but excluding Livestock (Section 1 (b)) and items 3 and 4 or property more specifically insured.

Item 6. Growing Crops

Item 7. Growing Trees

Item 8. Bulk Milk Tank(s)

Item 9. Computerised Electronic Milking Equipment

Item 10. Tools in Trade

Item 11. Stock of Diesel

Special Conditions

We shall not be liable in respect of:

Loss or **Damage** caused to Agriculture Produce Items 3, 4, and 5 where such produce is in the open within 20 meters of a chimney in use or in **Building(s)** which are not fully enclosed (unless specifically agreed and stated by **Us**).

Section 1 – Farm Commercial (following sections applicable only if selected and specified in the Schedule)

Section 1 (a) – Farm Property Damage

The Cover

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

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

What is Insured – Events

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

Lightning

Explosion

- (i) of boilers used for domestic purposes only
 - (ii) of gas used for domestic purposes only
- but excluding **Damage** caused by earthquake or subterranean fire.
2. **Explosion** excluding **Damage**:
 - a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
 - b) in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
 - c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 3. **Aircraft** or other aerial devices or articles dropped therefrom excluding **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 4. **Earthquake**
 5. **Subterranean Fire**
 6. **Impact** by any road vehicle or animal
 7. **Riot Civil Commotion Strikers Locked-Out Workers** or Persons taking part in Labour Disturbances or Malicious Persons excluding:
 - a) **Damage** arising from confiscation requisition or destruction by order of the government or any public authority
 - b) **Damage** arising from cessation of work

- c) as regards **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (i) **Damage** by theft
 - (ii) **Damage** in respect of any **Building(s)** which is unoccupied empty or not in use at the time of the loss, unless cover has previously been agreed and the unoccupied **property** is noted in **Your Schedule**.

Cover in respect of Event 8. Storm is only operative if noted in Your Schedule

- 8. **Storm** excluding
 - a) **Damage** by:
 - (i) the escape of water from the normal confines of any natural or artificial watercourse lake reservoir canal or dam
 - (ii) inundation from the sea whether resulting from storm or otherwise
 - b) **Damage** attributable solely to change in the water table level
 - c) **Damage** by frost subsidence ground heave or landslip
 - d) **Damage** to **Property Insured** other than **Damage** to **Property Insured Item 1. Building(s), Item. 2 Farming Machinery and Equipment, Item. 8 Bulk Milk Tank(s) and Item 9. Computerised Electronic Milking Equipment** insured under Section 1(a) and used in connection with the **Business**
 - e) **Damage** to moveable property in the open including walls, gates, posts, fences and hedges
 - f) **Damage** caused by Flooding.

Cover in respect of Event 9. Theft applies only in respect of Property Insured Item(s) 10. Tools in Trade and Item 11. Stock of Diesel and is operative only where cover is selected and stated in Your Schedule.

- 9. **Theft** (which shall be deemed to include attempted Theft) committed on the **Premises**.
 - a) Theft of **Item 10. Tools in Trade** caused by:
 - (i) forcible and violent entry to or exit from a building at the **Premises** occupied by **You** for the purpose of the **Business** or actual and threatened assault or violence to **You** or any partner director employee of the **You** or members of **Your** family or any other person who has a legal right to be on the **Premises**
 - b) Theft of **Item 11. Stock of Diesel**.

Excluding loss or **Damage**:

1. from any outbuilding unless such building has securely locked windows and doors and is adjacent to the main private dwelling house
2. by or through any person lawfully on the **Premises**
3. by or through the wilful act, procurement, or connivance by **You**, an employee(s) or any member of **Your** family or household
4. to property in the open except in the case of insured **Item 11. Stock of Diesel**
5. any unlocked and unsecured fuel tanks
6. to property in transit
7. to any other **Property Insured** other than **Items 10. Tools in Trade** and **Item 11. Stock of Diesel** where insured under this **Section**
8. to money and securities of any description.

Provided that:

- (i) where in the open or within buildings, the Diesel Tank(s) fuel valve or nozzle is securely locked by a disc padlock or equivalent security locking device
- (ii) the **Insurer** may at its option indemnify **You** by payment or by repair, reinstatement or replacement
- (iii) in respect of 9. (a) Theft of Tools in Trade the maximum liability of the **Insurer** in respect of any one tool shall not exceed €1,500
- (iv) the liability of the **Insurer** during any one **Period of Insurance** shall not exceed in respect of each Item the **Sum Insured** thereon
- (v) **You** make immediate notification to An Garda Síochána of any incidence of theft and keep the report reference number for inspection by **Us** upon receipt of any claim.

Section 1 (a) – Farm Property Damage Extensions

1. Temporary Removal

The **Property Insured Item(s) 2. Farming Machinery and Equipment**, and Agricultural Produce Items 3, 4 and 5 insured by this **Section** are covered whilst temporarily removed elsewhere and in transit thereto and therefrom by road, rail or inland waterway, all within the **Territorial Limits**.

Provided that:

- a) the liability of the **Insurer** under this Extension in respect of each Item for any **Damage** occurring elsewhere than at the within mentioned **Premises** shall not exceed 15% of the **Sum Insured** by the item or €15,000 whichever is the less
- b) this Extension does not apply to **Property Insured** in so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the **Premises** from which the **Property Insured** is temporarily removed, to motor vehicles and motor chassis licensed for normal road use.

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 Event covered by this **Section**.

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

3. Agricultural Produce Basis of Settlement

In the event of claim for **Damage** the value of any Agricultural Produce Items 3, 4 and 5 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**.

4. Hiring or Leasing Agreements

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

5. Architects' Surveyors' Legal and Consulting Engineers' Fees

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

6. Automatic Cover (Capital Additions)

- a) The insurance by this **Section** shall, subject to its terms and conditions extend to cover anywhere in the **Territorial Limits** any newly acquired and/or newly erected **Building(s)**, Farming Machinery and Equipment, in-so-far as the same are not otherwise insured; and
- b) alterations, additions and improvements to **Building(s)**, Farming 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% of the total aggregate **Sum Insured** on **Item 1. Building(s)** and **Item 2. Farming Machinery and Equipment** hereby insured or €130,000 whichever is less
2. **You** undertake to give particulars of such additional insurance as soon as is practicable but not later than 90 days from the commencement of **Your** responsibility or renewal of this **Policy** whichever is the earlier. **You** shall pay such additional premium as may be required pro-rata from the date of commencement of **Our** liability
3. the provisions of this Extension shall be fully maintained, notwithstanding any specific insurance effected under Extension 6 (b) (2)above.

Excluding:

Damage caused by Explosion, Riot and Civil Commotion or Malicious Persons in Northern Ireland in respect of newly acquired and/or newly erected Building(s), Farming Machinery and Equipment.

7. Contract Price

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

8. Customers Goods

In so far as such property is not otherwise insured the insurance on Agricultural Produce Items 3, 4, and 5 extends to cover **Your** customers goods for which **You** have made **Yourself** responsible even though such goods shall have been bought and paid for.

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(s)** hereby insured whereby the danger of loss or **Damage** is increased without the authority or knowledge of the mortgagee, provided the mortgagee, immediately on becoming aware thereof give notice in writing to **Us** and on demand pay such additional premium as **We** may require.

10. Reinstatement of the Amount of any Loss

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

11. Reinstatement

Unless stated elsewhere to the contrary, in the event of **Building(s)** insured under this **Section** being **Damaged** the basis upon which the amount payable under each of the said Items of the **Section** is to be calculated shall be the reinstatement of the property destroyed or **Damaged** subject to the following special provisions and subject also to the terms and Conditions of the **Policy** except in so far as the same may be varied hereby.

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

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

Special Provisions:

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to the liability of the **Insurer** not being thereby increased) must be commenced and carried out with reasonable despatch.

Otherwise no payment beyond the amount which would have been payable under the **Policy** if this Extension had not been incorporated therein shall be made.
2. When any **Property Insured** under this Extension is **Damaged** in part only the liability of the **Insurer** shall not exceed the sum representing the cost which the **Insurer** could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the **Section** if this Extension had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each item insured under this Extension is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the **Sum Insured** thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any other Event hereby insured against, then the **Insured** shall be considered as being their own insurers for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

5. No payment beyond the amount which would have been payable under this **Section** if this Extension had not been incorporated therein shall be made if at the time of any **Damage** to any **Property Insured** hereunder such property shall be covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement set forth herein.
6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this **Section** if this Extension had not been incorporated therein the rights and liabilities of the **Insurer** and the **Insured** in respect of the **Damage** shall be subject to the terms and conditions of the **Policy** including any Condition of Average therein, as if this Extension had not been incorporated therein.

12. Removal of Debris

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

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

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

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

We will not pay for any costs or expenses:

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

13. 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 company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the **Insured** as defined in the Companies Act 1963 to 2009 or any future amendments thereto, as appropriate, current at the time of **Damage**
- b) any company which is a Subsidiary of a Parent Company of which the **Insured** is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 to 2009 or any future amendments thereto, as appropriate, current at the time of **Damage**.

14. Tenancy

Your interest in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any **Building(s)** hereby insured, whereby the danger of loss or **Damage** is increased without **Your** knowledge 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.

15. Non-Invalidation

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

16. 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.

17. Interested Parties

The **Insurer** agrees:

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

18. Walls Gates Posts Fences and Hedges

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

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

19. Spontaneous Combustion

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

20. Vintage Tractor(s)

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

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

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

Definitions:

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

Special Provisions:

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

21. Exhibition Cover

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

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

Section 1 (a) – Farm Property Damage Exclusions

What is not Insured

1. Electrical Plant

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

Section 1 (a) – Farm Property Damage Conditions

1. Average (Underinsurance)

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

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

Section 1 (b) – Livestock

Meaning of Words

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

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

Definitions

1. Injury

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

2. Livestock

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

3. Market Value

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

4. Property Insured

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

5. Territorial Limits

Anywhere within the Republic of Ireland and Northern Ireland.

The Cover

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

Provided that:

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

What is Insured – Events

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

1. Fire, Lightning & Explosion

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

1.1 Fire, but excluding **Damage** caused by:

- a) 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 used for domestic purposes only
- (ii) of gas used for domestic purposes only

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

1.2 Explosion excluding **Damage**:

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

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

1.4 **Earthquake**

2. Storm or Flood

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

- a) frost, subsidence, ground heave or landslip.

3. Electrocutation

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

4. Collapse of Slats in Slatted House

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

5. Straying or being led on Foot

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

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

6. In Transit and Attendance at Sale or Show

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

7. Mortality

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

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

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

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

Excluding:

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

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

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

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

Excluding:

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

Special Conditions:

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

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

10. Sheep Worrying

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

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

Special Conditions:

- (i) As soon as **You** discover an occurrence of Sheep Worrying as described above **You** must make immediate notification to An Garda Síochána and keep the report reference number for inspection by **Us** upon receipt of any claim.

Cover in respect of Event 11. Theft of **Livestock** only applies where a **Sum Insured** is shown against this cover and stated in **Your Schedule**.

11. Theft of Livestock

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

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

Excluding:

- a) any amount if **You** do not own the animals and registered under **Your** Herd number
- b) any amount if the theft or loss of **Livestock** involves dishonesty, procurement, or connivance by **You**, an employee(s) or any member of **Your** family or household
- c) any amount where possession of **Livestock** is obtained by deception or where **You** or the person tending to the animals has freely parted with the **Livestock**, even if tricked into doing so
- d) any amount arising from injury or illness to **Livestock**
- e) any amount for the loss or death of unborn offspring, embryo or foetus
- f) any loss of livestock stolen from unfenced lands and/or common lands
- g) any loss occurring elsewhere other than at the **Premises** within the Republic of Ireland

- h) any loss whilst **Livestock** is in transit
- i) any loss of poultry or pigs
- j) any **Damage** to **Livestock** by straying
- k) consequential loss of whatsoever nature or any other financial loss, legal compensation, costs and expenses resulting from theft of **Livestock**.

Special Conditions:

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

Section 1 (b) – Livestock Extensions

1. Veterinary Surgeon's Fees

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

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

2. Removal of Carcass and Debris

The insurance by this **Section** extends to include costs and expenses necessarily incurred by **You** with **Our** consent for which **You** are liable to a slaughter house renderer or bona fide disposal centre for the removal of any carcass incurred as a direct result of a loss occurring under Insured Events 1 to 10 as detailed herein, where these are operative and stated within the **Schedule**.

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

Section 1 (b) – Livestock Exclusions

What is not Insured

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

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

Section 1 (b) – Livestock Conditions

1. Average (Underinsurance)

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

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

2. Reasonable Precautions

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

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

3. Claims

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

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

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

Section 1 (c) – Refrigerated Milk Storage Tank(s)

Meaning of Words

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

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

Definitions

1. Refrigerated Milk Storage Tank(s)

shall mean **Refrigerated Milk Storage Tank(s)** and associated installations or equipment (including computerised electronic milking equipment) described in the **Schedule** installed permanently at **Your Premises** and owned by **You** or for which **You** are responsible.

2. Milk

shall mean **Milk** produce insured under this **Section** and contained within an insured **Refrigerated Milk Storage Tank(s)** used in connection with the **Business**.

The Cover

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

What is Insured – Events

1. Damage to Refrigerated Milk Storage Tank(s)

Accidental loss or **Damage** to the **Refrigerated Milk Storage Tank(s)** 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 Tank(s)

We will pay for:

2.1 loss deterioration or putrefaction of **Milk** caused by a change (rise or fall) in temperature of a **Refrigerated Milk Storage Tank(s)** in which it is being stored as a direct result of:

- (i) accidental loss or **Damage** to the **Refrigerated Milk Storage Tank(s)** 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(s)**.

The liability of the **Insurer** in respect of any one loss shall not exceed the **Sum Insured** as stated in the **Schedule**.

Section 1 (c) – Refrigerated Milk Storage Tank(s) Extensions

1. Urgent Repairs to Refrigerated Milk Storage Tank(s)

The insurance by this **Section** is extended to include reasonable costs and expenses necessarily incurred by **You** following insured **Damage** in making temporary repairs to the **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 any loss under this Extension or **Section** shall not exceed the total **Sum Insured** for **Refrigerated Milk Storage Tank(s)** as stated in the **Schedule**.

2. Basis of Settlement

All claims under this **Section** shall be settled on the basis of the following:

3. Refrigerated Milk Storage Tank(s)

If the loss of or **Damage** to the **Refrigerated Milk Storage Tank(s)** occurs within 2 years of the date on which the manufacture of the **Damaged** property was completed **We** will agree to reinstate the **Refrigerated Milk Storage Tank(s)** and reinstatement shall mean replacement by similar property in a condition equal to but not better or more extensive than its condition when new.

Provided always that:

- a) the reinstatement work must be completed within 12 months of the date of 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(s)** at the time the loss or **Damage** occurs or at **Our** option repair, reinstate or replace the property or any part of it.

4. Milk in Refrigerated Milk 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.

Section 1 (c) – Refrigerated Milk Storage Tank(s) Exclusions

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 subsequent **Damage** to the property (and loss of insured **Milk** under Event 2) 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 or surplus **Milk**
8. any **Excess** stated in the **Schedule**
9. any willful act or neglect
10. any loss arising from breakdown in the internal electrical wiring system leading to the **Refrigerated Milk Storage Tank(s)**.

Section 1 (c) – Refrigerated Milk Storage Tank(s) Conditions

Under insurance in respect of **Milk** in Storage Tanks.

1. Average (Underinsurance)

The **Sum Insured** for **Refrigerated Milk Storage Tank(s)** and **Milk** insured under this **Section** is declared to be separately subject to Average.

- a) In respect of **Refrigerated Milk Storage Tank(s)**:

This means where such sum shall at the commencement of any **Damage** be less than 80% of the reinstatement or replacement value of the **Refrigerated Milk Storage Tank(s)** within such **Sum Insured**, the amount payable by **Us** in respect of such **Damage** shall be proportionately reduced.

- b) In respect of **Milk**:

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

2. Maintenance

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

Section 2 – Business Interruption

Meaning of Words

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

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

Definitions

1. Gross Income

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

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

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

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

2. Indemnity Period

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

3. Maximum Indemnity Period

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

The Cover

If **Damage** by any of the Events insured under this **Section** of the **Policy** occurs at the **Premises** to **Property Insured** under Section 1 (a) Farm Property but excluding **Item 6. Growing Crops** and **Item 7. Growing Trees** 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**.

Cover in respect of Cover 1 or Cover 2 below are only operative where a Sum Insured is shown against this cover and stated in Your Schedule.

1. Loss of Gross Income (This cover is in respect of Dairy Farming activities only unless stated otherwise in the Schedule)

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

- a) in respect of loss of **Gross Income** the amount by which **Gross Income** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Income**
- b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Income** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of loss of **Gross income** thereby avoided.

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

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

2. Additional Increased Cost of Working (Farming Continuation Expenses)

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

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

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

What is Insured – Events

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

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

Lightning

Explosion

- (i) of boilers used for domestic purposes
- (ii) of gas used for domestic purposes

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

2. Explosion excluding **Business** Interruption:

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

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

4. Earthquake

5. Subterranean Fire

6. Impact by any road vehicle

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

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

Cover in respect of Event 8. Storm is only operative under this **Section** if stated 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 **Damage** to **Property Insured Item 1. Building(s), Item. 2 Farming Machinery and Equipment, Item. 8 Bulk Milk Tank(s) and Item 9. Computerised Electronic Milking Equipment** insured under Section 1(a) and used in connection with the **Business**
- e) **Damage** to moveable property in the open including walls gates, posts fences and hedges.

Section 2 – Business Interruption Extensions

1. Professional Accountants Clause

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

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

2. Alternative Premises

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

Section 2 – Business Interruption Exclusions

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

Section 2: Business Interruption Conditions

1. Value Added Tax

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

2. Current Cost Accounting

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

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

Section Definitions

1. Bodily Injury means

Bodily injury and includes death disease and illness.

2. Damage/Damaged means

Loss destruction or **Damage**.

3. Employee means any:

- (a) person under a contract of service or apprenticeship with **You**
- (b) person engaged under any training educational or work experience programme
- (c) labour master or labour only sub-contractor or any person employed or supplied by them
- (d) self employed person
- (e) person hired to or borrowed by **You**
- (f) volunteer

while working for **You** in the course of the **Business**

4. Pollution or Contamination means:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b) all **Bodily Injury** or loss of or **Damage** to material property directly or indirectly caused by such pollution or contamination.

5. Products

Products shall mean any commodities or goods whether as a unit in whole or in part, as a thing in whole or in part including packaging, containers and labels sold, supplied, manufactured, processed, stored, handled, transported or disposed of by or on **Your** behalf in the course of the **Business**.

Section 3 – Employers Liability

Meaning of Words

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

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

Definitions

1. Territorial Limits

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

The Cover

What is Insured

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

We will pay, subject to the Limit of Liability:

- 1. all sums **You** become legally liable to pay for any claim for damages settled or defended with **Our** consent and claimant's costs and expenses
- 2. all costs and expenses **You** incur with **Our** consent defending any claim for damages

3. solicitor's fees **You** incur with **Our** consent for:
 - a) representation at any Coroner's Inquest or Fatal Accident Enquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the **Bodily Injury** is caused

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

Limit of Indemnity

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

The amount shall be inclusive of:

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

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

Section 3 – Employers Liability Extensions

1. Indemnity to Other People

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

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

Provided that:

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

2. Safety, Health and Welfare at Work Legislation

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

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

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

Section 3 – Employers Liability Exclusions

What is not Insured

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

1. for which compulsory Insurance or security is required by any Road Traffic Legislation
2. arising on or out of any offshore installation or support or accommodation vessel for any offshore installation or in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation
3. to a member of **Your** family or household under the age of 14
4. 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**.

Section 3 – Employer's Liability Conditions

1. Premium Adjustment

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

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

2. Discharge of Liability

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

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

Section 4 – Public Liability

Meaning of Words

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

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

Definitions

1. Territorial Limits

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

The Cover

What is Insured

Your legal liability for:

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

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

Limit of Indemnity

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

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

Section 4 – Public Liability Extensions

1. Indemnity to Other People

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

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

Provided that:

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

2. Safety, Health and Welfare at Work Legislation

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

- (i) this extension shall apply only to proceedings brought in a Court of Law in Republic of Ireland
- (ii) **We** will be under no liability:
 - a) where **You** or any Director or **Employee** is insured by any other policy
 - b) where the criminal charge is in respect of any deliberate or intentional criminal act by **You** or any Director or **Employee**

- c) in respect of legal fees and expenses which **You** or any Director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Director or **Employee**
 - d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
- (iii) **You** or any Director or **Employee** shall give to **Us** immediate notice of any summons or other process served upon **You** or any Director or **Employee** and of any event that may give rise to proceedings against **You** or any Director or **Employee**.

3. Personal Liability during visits abroad

We will also cover the personal legal liability of:

- a) **You**
- b) any **Employee** or Director
- c) the family of any **Employee** or Director while accompanying such a person during temporary visits anywhere in the world in connection with **Your Business**.

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

4. Additional Benefit

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

5. Cross Liabilities

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

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

Section 4 – Public Liability Exclusions

What is not Insured

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

1. arising in connection with the ownership possession or use of dangerous dogs as specified in the regulations made under the Control of Dogs Act 1986 or any subsequent amending legislation where such ownership possession or use is not in accordance with the provision of such regulations or arising in connection with the ownership of animal(s) which had shown propensity to viciousness or to worry sheep
2. for **Damage** to property which belongs to **You** or is held in trust by **You** or borrowed, rented, leased or hired for use by **You** this shall not apply to:
 - (i) personal property (including vehicles and contents) of visitors, Directors or **Employees**
 - (ii) **Building(s)** or their contents temporarily occupied by **You** for the purpose of carrying out work provided that such **Building(s)** are not owned hired or rented by **You** or any sub-contractor acting for or on **Your** behalf
 - (iii) **Premises** rented, hired, leased or lent to **You**. Unless the liability attaches solely because of a contract or agreement.

We will not be liable for the first €625 of such loss or **Damage** incurred by (iii) above.
3. for **Damage** to that part of any property upon which **You** or **Our** servant or agent has been working, where the **Damage** is a direct result of such work being defective
4. for **Damage** to property or land or **Building** or loss caused directly or indirectly by subsidence or collapse or removal or weakening of support

5. arising from the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or mobile plant or trailer whether attached or not attached to a vehicle:
 - (i) which is licensed for road use or
 - (ii) for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act or
 - (iii) which is more specifically insured provided that this shall not apply to:
 - a) the loading and unloading or the bringing to or the taking away of a load from a mechanically propelled vehicles or mobile plant unless more specifically insured
 - b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required
 - c) unauthorised movement on **Your Premises** or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance is required.
6. arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - (i) craft designed to travel through air or space
 - (ii) hovercraft or watercraft other than non mechanically powered craft used on inland waterways.
7. arising from the use of power driven saws other than portable saws designed to work by hand
8. arising from the use of hedge cutters (other than bar type hedge cutters) and saw attachments to tractors for hedge cutting. This Exception shall not apply to liability arising from the use of any such equipment which belongs to and is used by agricultural contractors engaged by **You**
9. in respect of claims arising in connection with any 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. in respect of **Bodily Injury** or disease loss or **Damage** caused by any sub-contractor to the **Insured** or by such sub-contractors employees other than labour only sub-contractors
13. 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
14. 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
15. in respect of liquidated damages, fines penalties, aggravated exemplary or punitive damages
16. which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
17. caused by or arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The most **We** will pay for all claims arising from pollution or contamination which is deemed to have occurred during the **period of insurance** shall not exceed the Limit of Indemnity specified in the **Schedule** of the **policy** under which the claim arises.

Section 4 – Public Liability Conditions

1. Premium Adjustment

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

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

2. Discharge of Liability

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

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

3. Stubble Burning 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.

Section 5 – Products Liability

Meaning of Words

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

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

Definitions

1. Territorial Limits means

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

The Cover

What is Insured

Your legal liability for:

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

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

Limit of Indemnity

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

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

Section 5 – Products Liability Extensions

1. Indemnity to Other People

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

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

Provided that:

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

2. Cross Liabilities

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

Section 5 – Products Liability Exclusions

What is not Insured

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

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

Section 5 – Products Liability Conditions

1. Discharge of Liability

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

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

Section 6 – Agricultural Tractor/Motor Special Types

Meaning of words

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

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

Definitions

1. Accessories

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

2. Section Policy Cover

- (i) Comprehensive all **Sections** of Section 6: Agricultural Tractor/Motor Special Types are operative.
- (ii) Third Party Fire and Theft Indemnity provided by Section 6 (b) is inoperative except for loss or **Damage** caused directly by Fire Self-Ignition Lightning or Explosion or by Theft or attempt thereat.
- (iii) Third Party Only Section 6 (b) is cancelled.

Section 6 (a) – Liability to Third Parties

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 fulfil and be subject to the terms Conditions and limitations of this **policy** in so far as they can apply.

Limits of Indemnity

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

Section 6 (a) – Liability to Third Parties Extensions

1. Trailers

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

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

2. Indemnity to the hirer

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

Section 6 (a) – Liability to Third Parties 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.
- 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.

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.

Section 6 (b) – Loss or Damage Exclusions

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.

Section 6 (b) – Loss or Damage Conditions

1. Reinstatement

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 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 **Us** in respect of such loss or **Damage**. The maximum amount payable by **Us** in respect of any claim for such loss or **Damage** shall be the market value of such vehicle immediately prior to such loss or **Damage** not exceeding **Your** estimated value recorded in **Our** books. If such vehicle is disabled by reason of such loss or **Damage** **We** will bear the reasonable cost of protection and removal to the nearest repairers. **We** will also pay the reasonable cost of delivery to **You** after repair of any loss or **Damage** insured under the **Policy** not exceeding the reasonable cost of transport to the address of **You** within the **Territorial Limits**.

Section 6 – Agricultural Tractor/Motor Special Types Extensions

1. Foreign Travel Cover

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

2. Fire Brigade Charges

In respect of any event which may be the subject of indemnity under this **policy** 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 Conditions and limitations 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.

Section 6 – Agricultural Tractor/Motor Special Types Exclusions

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 Insurrection 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 **Business Interruption**) 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.

Section 6 – Agricultural Tractor/Motor Special Types 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 'Section 6 (a) – Liability to Third Parties Excepted Persons' shall be deemed to include any trailer to which this **Endorsement** applies.

Subject otherwise to the terms Conditions and limitations 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 **Section** 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 Conditions and limitations 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 Conditions and limitations 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:
 - (i) subsidence flooding or water pollution.

Subject otherwise to the terms Conditions and limitations 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 Conditions and limitations 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 **Section** 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 hereto.

Subject otherwise to the terms Conditions and limitations 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 'Section 6 (a) – Liability to Third Parties Excepted Persons' is cancelled.

Subject otherwise to the terms Conditions and limitations of this **Section** of the **Policy**.

8. It is hereby declared and agreed that the indemnity provided by this **Section** 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 **Section** any trailer and plant permanently attached to such trailer shall together be deemed to constitute a trailer.

Subject otherwise to the terms Conditions and limitations 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 **Section** headed 'Section 6 (a) – Liability to Third Parties Excepted Persons'
 - a) any person claiming in respect of injury to property resulting from the manufacture construction alteration repair or treatment of such property by **You**
 - b) 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
 - c) any person claiming in respect of injury to person or property caused by or resulting from subsidence flooding or water pollution
 - d) 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 **Section** headed 'Section 6 (a) – Liability to Third Parties Excepted Persons' is deemed to read (a) to (h).

Subject otherwise to the terms Conditions and limitations 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.

Section 6 – Agricultural Tractor/Motor Special Types Conditions

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.

Section 7 – Farm Personal Accident

Meaning of Words

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

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

Definitions

1. Insured Person or insured people

You, **Your** spouse or partner and **Your** children up to the age of 16 (or up to the age of 18 if in full time education), or Other Persons, named in the **Schedule**.

2. Bodily Injury

Injury resulting solely and directly from an accident caused by external violent and visible means.

3. Usual Occupation

The tasks, duties and other functions, which **You** normally undertake or pay an **Insured Person** to perform in connection with **Your Business** as defined in the **Schedule**.

4. Territorial Limits

- (i) The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
- (ii) The rest of the world for the purposes of travel only.

5. Loss of limb

Total loss by physical separation at or above the wrist or ankle, or permanent total loss of use of an entire hand, arm, foot or leg.

6. Loss of sight

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

7. Permanent Total Disability

Any permanent disablement which 52 weeks after the injury has no reasonable prospect of improving, and is proved to **Our** satisfaction to be permanent and results in an inability of an **Insured Person** to attend and engage in:

- (i) any **Usual Occupation**, business, occupation, profession or gainful employment
- (ii) any schooling, full-time education, business, profession, or occupation of each and every kind for the remainder of their life if the **Insured Person** is under 16 years of age (or under 18 years of age if in full time education).

8. Temporary Total Disability

Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

9. Temporary Partial Disability

Disablement which prevents the **Insured Person** from performing more than 50% of the functions of their **Usual Occupation**.

The Cover

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

Table of Benefits

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

Cover	Adult Benefits (max purchase up to 5 units)	Child up to 16 years of age (or 18 years of age if in full time education) Benefits (max purchase up to 2 units)
Bodily Injury as a direct result of:	Standard Unit of Benefit	Standard Unit of Benefit
A. Death	€20,000	€10,000
B. Loss of one or more limbs	€20,000	€10,000
C. Loss of sight	€20,000	€10,000
D. Permanent disability	€20,000	€10,000
E. Temporary total disability	€150 per week	n/a
F. Temporary partial disability	€75 per week	n/a

Section 7 – Farm Personal Accident Extensions

1. Medical Expenses

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

2. Disappearance

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

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

Section 7 – Farm Personal Accident Exclusions

What we will not pay

1. Section 7: Farm Personal Accident does not apply to death injury loss or disablement caused by:
 - a) prolonged or complicated by any pre-existing physical weakness defect or disease or by any injury sustained prior to that in respect of which a claim is made hereunder
 - b) the **Insured Person** motor-cycling (whether as a driver or passenger), hunting, horse racing, horse breaking, mountaineering, rock climbing, racing (other than on foot), playing hurling, Gaelic games and football (of any kind), ice-hockey or polo, skiing, tobogganing, parachuting, bungee-jumping, hang-gliding, waterskiing, skin-diving, sky diving, pot-holing, playing any sport professionally, or using power-driven woodworking machinery (circular saws except portable tools applied by hand and used for private use only)
 - c) the **Insured Person** working as a professional entertainer, bus, coach or heavy lorry driver, window cleaner, removal contractor, demolition worker, steel erector, oil rig worker, trawlerman, diver, miner, quarryman, or on duty as a member of the Merchant Navy or Fire Brigade
 - d) membership of the Defence Force or Gardai
 - e) the **Insured Person** working at heights in excess of 15 meters or depths 5 meters 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 Benefit A & E only on an **Insured Person's** 70th birthday. Cover does not apply to any **Insured Person** who is aged 72 or over.
4. Cover under this **Section** for any **Bodily Injury** arising out of or in connection with any profession business or occupation other than the **Business** as defined in **Your Schedule**, unless agreed by **Us** and stated in the **Schedule**.

Section 7 – Farm Personal Accident Conditions

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

Section 8 – Farm Home Insurance

Meaning of Words

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

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

1. Bodily Injury

Death, injury, nervous shock, illness or disease.

2. Buildings

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

3. 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**:

- a) 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)
- b) any living creature
- c) property owned or held in trust in connection with any business, profession or trade
- d) **Money** of any kind
- e) deeds (except as provided under paragraph 21. Title Deeds), bonds, bills of exchange, securities, documents, manuscripts
- f) property more specifically insured or any amount that **You** cannot recover from a more specific insurance because **We** refuse or reduce the claim, or the **Sum Insured** is inadequate on a specified item.

4. Credit Cards

Credit, cheque, bankers or cash dispensing cards.

5. Family

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

6. Flood

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

or

- b) inundation from the sea whether resulting from storm or otherwise.

7. Ground Heave

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

8. Home

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

9. Household

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

10. Money

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

11. Premises

The **Buildings** and the land within the boundaries belonging to them used for domestic purposes only.

12. Settlement

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

13. Subsidence

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

14. Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

15. Unoccupied

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

16. Valuable Property

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, sports equipment, pedal cycles, 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 40 – 41.

The Cover

What is insured	What is not insured
The Buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.	
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"> • agricultural or industrial operations, any gradually operating cause, or smog. The first €250 of each incident of loss or damage.
2. Storm or Flood .	Loss or damage: <ul style="list-style-type: none"> • caused by frost, Subsidence, Ground Heave or landslip • to gates, fences or hedges • 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.
3. Subsidence or Ground Heave of the site on which the Buildings stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or damage: <ul style="list-style-type: none"> • 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 • caused by building on made-up ground or filled-in land, to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts unless liability is admitted under the Policy for loss or damage to the Home from the same cause occurring at the same time • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause • associated with such causes arising prior to payment of premiums for the Period of Insurance in which a claim may arise. Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground Heave or landslip unless same has been disclosed to and accepted by Us. The first €2,500 of each incident of loss or damage.
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"> • while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force • caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days • caused by a member of the Household other than domestic staff. The first €250 of each incident of loss or damage.
5. Riot, civil, labour or political disturbance.	The first €250 of each incident of loss or damage.

Section 8 (a) – Buildings contined

What is insured	What is not insured
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> by someone lawfully on the Premises, after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days. The first €250 of each incident of loss or damage.
7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: <ul style="list-style-type: none"> to the component or appliance from which the water escapes caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration 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. The first €500 of each incident of loss or damage.
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration. The first €500 of each incident of loss or damage.
9. Collision with the Buildings , by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	The first €250 of each incident of loss or damage.
10. Falling trees or branches.	<ul style="list-style-type: none"> Loss or damage to gates, fences or hedges. Damage caused by felling or lopping of trees. 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.
11. Falling aerials, aerial fittings, masts or dishes.	Loss or damage 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 damage.
12. Breakage of fixed glass and sanitary ware Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the Home .	Loss or damage caused: <ul style="list-style-type: none"> after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days by vandals or malicious people lawfully on the Premises. The first €250 of each incident of loss or damage.
13. Service pipes and cables. Accidental damage to cables, underground pipes or underground tanks servicing the Home .	<ul style="list-style-type: none"> Loss or damage due to wear and tear, rust or gradual deterioration. The first €250 of each incident of loss or damage; or: the first €2,500 of each incident of loss or damage which results in Subsidence or Ground Heave to the Buildings which is a direct consequence of the accidental damage to cables, underground pipes or underground tanks servicing the Home .
14. Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the main sewer and the Home following the blockage of the pipe. The most We will pay is €1500.	The first €250 of each incident of loss or damage.

Section 8 (a) – Buildings contined

What is insured	What is not insured
<p>15. Rent and Alternative Accommodation.</p> <p>If the Home is made uninhabitable by damage from any cause insured by this Section, We will pay for:</p> <ul style="list-style-type: none"> • rent You would have received and rent which continues to be payable by You • the reasonable extra cost of comparable alternative accommodation if You occupy the Home, but only during the period necessary to reinstate the Home to a habitable condition. 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. 	
<p>16. Liability to the public.</p> <p>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.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • an agreement which imposes a liability which You would not otherwise have been under • the occupation of the Premises • any business, profession or trade. <p>Liability for:</p> <ul style="list-style-type: none"> • Bodily Injury to a member of Your Household or any other person permanently residing with You • Bodily Injury to a person under a contract of service or apprenticeship with You or a member of Your Family • 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.
<p>17. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Buildings insured in circumstances which have or may have given rise to a valid claim under this Policy. The maximum amount payable in respect of this cover under all Sections of the Policy as a whole is €10,000 for any one incident.</p>	
<p>18. Extended accidental damage.</p> <p>The Buildings are insured against any accidental damage in addition to the events under paragraphs 1 to 14 of this Section.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • 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 • caused by chewing, scratching, tearing or fouling by domestic pets or farm animals. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 14 of this Section.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>19. Trace and Access.</p> <p>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.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • to the item from which the escape occurred • 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 may automatically adjust the **Sum Insured** in line with changes in the Housebuilding 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**.

More than one home

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

Selling your home

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

Section 8 (b) – Contents

Meaning of Words

Words with special meanings in this **Section** are defined on pages 40 – 41.

The Cover

What is insured	What is not insured
<p>The Contents are insured against loss or damage caused by the events in paragraphs 1 to 11.</p> <p>1. Fire, smoke, lightning, explosion or earthquake.</p>	<p>Smoke damage caused by:</p> <ul style="list-style-type: none"> • agricultural or industrial operations • any gradually operating cause • smog. <p>The first €250 of each incident of loss or damage.</p>
<p>2. Storm or Flood.</p>	<p>Loss or damage caused by frost.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>3. Subsidence or Ground Heave of the site on which the Buildings stand or landslip.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • 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 • caused by building on made-up ground or filled-in land • unless the Home is damaged at the same time by the same cause • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause • associated with such causes arising prior to payment of premiums for the Period of Insurance in which a claim may arise. <p>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.</p> <p>The first €625 of each incident of loss or damage.</p>
<p>4. Stealing or attempted stealing.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force • caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days • caused by a member of the Household other than domestic staff. <p>The first €250 of each incident of loss or damage.</p>
<p>5. Riot, civil, labour or political disturbance.</p>	<ul style="list-style-type: none"> • The first €250 of each incident of loss or damage.
<p>6. Vandals or malicious people.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by someone lawfully on the Premises • after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days. <p>The first €250 of each incident of loss or damage.</p>
<p>7. Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.</p>	<p>Loss or damage caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days.</p> <p>The first €500 of each incident of loss or damage.</p>

Section 8 (b) – Contents continued

What is insured	What is not insured
8. Escape of oil from any fixed domestic heating installation.	Loss or damage caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days. The first €500 of each incident of loss or damage.
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by domestic pets. The first €250 of each incident of loss or damage.
10. Falling trees or branches.	The first €250 of each incident of loss or damage.
11. Falling aerials, aerial fittings, masts or dishes.	Loss or damage 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 damage.
12. Breakage of glass. Accidental breakage while in the Home of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.	Damage while any part of the Home is lent, let or sub-let. Loss or damage caused: <ul style="list-style-type: none"> • after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days, • by vandals or malicious people lawfully on the Premises. The first €250 of each incident of loss or damage.
13. Audio, TV and video equipment. Accidental damage while in the Home to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.	Damage: <ul style="list-style-type: none"> • while any part of the Home is lent, let or sub-let • caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown • to records, audio, video or computer discs, tapes or cassettes • to telephones or telephone equipment • caused by computer viruses. The first €250 of each incident of loss or damage.
14. Personal Money. Accidental loss of or accidental damage to Money belonging to You or a member of Your Family , anywhere in the world, up to €400.	Loss of Money from the Home while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force. Stealing of Money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force. Shortages caused by error or omission. Depreciation in value. Losses not reported to the police within 24 hours of discovery. Confiscation or detention by customs or other officials. The first €50 of each loss.
15. Credit cards. Financial loss arising from unauthorised use following loss or theft of Credit cards belonging to You or a member of Your Family , up to €650.	Unauthorised use by a member of Your Household . Liability following breach of the terms and conditions of use.
16. Freezer Contents. Deterioration of food or drink caused by: <ul style="list-style-type: none"> • a change in temperature of the domestic freezer or refrigerator in the Home • contamination by accidental escape of refrigerant or refrigerant fumes. We will pay for the cost of replacing food and drink unfit for human consumption.	Confiscation or detention by customs or other officials. Deterioration resulting from the deliberate act of the supply authority. Any consequence of strikes, labour or political disturbances.

Section 8 (b) – Contents contined

What is insured	What is not insured
<p>17. Contents in the open.</p> <p>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.</p> <p>The most We will pay is €500.</p>	<p>Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this Section.</p> <p>Plants and trees.</p> <p>Loss or damage due to wear and tear, rust or gradual deterioration.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>18. Contents temporarily removed.</p> <p>The Contents are insured within the Territorial Limits while temporarily removed from the Premises against loss or damage caused by:</p> <ul style="list-style-type: none"> • the events insured in paragraphs 1 to 3 and 5 to 11 of this Section • stealing or attempted stealing from: <ul style="list-style-type: none"> – 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. <p>The most We will pay is 15% of the Sum Insured by this Section.</p>	<p>Loss or damage caused by storm, Flood or falling trees or branches while the Contents are in transit or in the open.</p> <p>Property removed for sale or exhibition or to a furniture depository.</p> <p>Stealing of Money.</p> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this Section.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>19. Household removal.</p> <p>Accidental loss of or accidental damage to the Contents while they are:</p> <ul style="list-style-type: none"> • being moved by professional furniture removers to Your new Home within the Territorial Limits • in temporary storage, for up to 7 days in a furniture depository. 	<p>Money, gold or silver articles, jewellery or furs.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • if You have arranged other insurance • not reported to Us within 7 days of delivery to the new Home. <p>Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>20. Accidental loss of oil or metered water. Loss of:</p> <ul style="list-style-type: none"> • oil from a domestic heating installation • metered water, following accidental damage to the domestic water or heating installation. <p>The most We will pay is €1,000.</p>	<p>Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>21. Title deeds.</p> <p>The cost of preparing new title deeds to the 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.</p> <p>The most We will pay is €650.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this Section.</p>
<p>22. Fatal Accidents.</p> <p>Fatal injury to You and/or Your spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> • fire, accident or assault, in the Premises, provided death follows within 12 months of the injury. <p>The maximum amount payable by Us is €6,500 in respect of any one incident.</p>	

Section 8 (b) – Contents continued

What is insured	What is not insured
<p>23. Rent and alternative accommodation.</p> <p>If the Home is made uninhabitable by damage from any cause insured by this Section We will pay for:</p> <ul style="list-style-type: none"> • rent which continues to be payable by You, or • the reasonable extra cost of comparable alternative accommodation if You occupy the Home • the reasonable cost of temporary storage of furniture • the reasonable extra cost of temporary accommodation for domestic pets, but only during the period necessary to reinstate the Home to a habitable condition. <p>The work of reinstatement or repair must be done without delay.</p> <p>The most We will pay under this paragraph is 20% of the Sum Insured by this Section.</p>	
<p>24. Replacement of locks.</p> <p>The cost of replacing and fitting outside door locks to the Home if the keys of such locks are stolen.</p> <p>The most We will pay is €700.</p>	<p>The first €250 of each incident of loss or damage.</p>
<p>25. Tenant's Liability</p>	<p>Excluded under this Policy.</p>
<p>26. Liability to domestic employees.</p> <p>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.</p> <p>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).</p> <p>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.</p>	<p>Liability for:</p> <ul style="list-style-type: none"> • 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.

Section 8 (b) – Contents continued

What is insured	What is not insured
<p>27. Liability to the public.</p> <p>Any amounts which You or a member of Your Household:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • 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. <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> • 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) • any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act • watercraft (except toys and models), sailboards or hovercraft • firearms (except shotguns or airguns used for sporting activities) • animals (except horses and pets which are normally domesticated in the Republic of Ireland). <p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> • 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 • 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. <p>Liability for:</p> <ul style="list-style-type: none"> • 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 • 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,

Section 8 (b) – Contents contined

What is insured	What is not insured
<p>28. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Contents insured in circumstances which have or may have given rise to a valid claim under this Policy. The maximum amount payable in respect of this cover under all Sections of the Policy as a whole is €10,000 for any one incident.</p>	
<p>29. Christmas gifts.</p> <p>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.</p>	
<p>30. Wedding gifts.</p> <p>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.</p>	<p>Losses that can be recovered under another insurance.</p>
<p>31. Extended accidental damage.</p> <p>The Contents are insured while in the Home against any accidental damage in addition to the events under paragraphs 1 to 13 of this Section.</p>	<p>Contents lost in the Home.</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, Money, stamps, coins or medals, food or drink.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • 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 farm 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. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 13 of this Section.</p> <p>The first €250 of each incident of loss or damage.</p>
<p>32. Domestic Employees.</p> <p>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.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this Section.</p>

Section 8 (b) – Contents contined

What is insured	What is not insured
33. Jury Service. 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.	

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 31, 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 40 & 41 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 may 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 40 – 41.

The Cover

What is insured	What is not insured
<p>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 Territorial Limits and elsewhere for 60 days in any one Period of Insurance if the Schedule shows that You have selected this Section.</p>	<p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Losses of individual charms unless soldered to the bracelet.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Musical instruments and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.</p> <p>Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>
<p>Item 1 – Unspecified Personal Possessions</p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, prams and the like and other personal possessions normally worn or carried on the person and unspecified clothing (including furs).</p> <p>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.</p> <p>Special Automatic Cover:</p> <p>Provided cover is operative under Section 8 (b) Contents, 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.</p>	<p>Any article insurable under Sections: 8 (d) Sports Equipment or 8 (e) Pedal Cycles.</p> <p>Money of any kind, contact lenses, dentures, camping equipment, guns or tools.</p> <p>Stealing of property from an unattended road vehicle unless from a locked boot.</p> <p>The first €50 of each incident of loss or damage.</p> <p>NOTE: Under this special automatic cover, mobile phones are excluded.</p>
<p>Item 2 – Specified Items</p> <p>Specified items listed in the Schedule.</p> <p>The most We will pay is the Sum Insured for the individual items.</p>	<p>The first €50 of each incident of loss or damage.</p>

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 40 – 41.

The Cover

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

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 40 – 41.

The Cover

What is insured	What is not insured
<p>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 Territorial Limits and elsewhere for 60 days in any one Period of Insurance if the Schedule shows that You have selected this Section.</p>	<p>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.</p> <p>Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>
<p>Pedal cycles, including accessories, shown in the Schedule.</p> <p>The most We will pay is the Sum Insured for the individual items.</p>	<p>Lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time.</p> <p>Loss or damage while the pedal cycle is being used for racing, pacemaking or trials.</p> <p>Theft of a pedal cycle outside the Home unless from a locked building or immobilised by a security device.</p> <p>The first €50 of each incident of loss or damage.</p>

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 40 – 41.

The Cover

What is insured	What is not insured
<p>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:</p> <ul style="list-style-type: none"> • in the Republic of Ireland and the United Kingdom including transit by sea • in the continent of Europe for 60 days in any one Period of Insurance including transit by sea. 	<p>This applies to both Items of this Section.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Loss or damage while the caravan:</p> <ul style="list-style-type: none"> • is let for hire or reward or used as a permanent residence • is being used other than for social, domestic or pleasure purposes. <p>Loss or damage by storm or Flood unless the caravan is anchored at each corner of the chassis by chains or wire hawsers to standard anchorage screws except:</p> <ul style="list-style-type: none"> • 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. <p>Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>The first €50 of each incident of loss or damage</p>
<p>Item 1. The caravan and its equipment, including awnings, fixtures, fittings, furnishings and utensils, in or on the caravan.</p> <p>The most We will pay is the Sum Insured by this item.</p>	<p>Damage to tyres by road punctures, cuts or bursts. Loss of or damage to awnings by storm or Flood.</p>
<p>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.</p> <p>The most We will pay in total is the Sum Insured by this Item.</p>	<p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, stamps, coins, medals or Money.</p>
<p>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.</p>	
<p>3. We will pay the reasonable cost of delivering the caravan after such repair to Your Home.</p>	
<p>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.</p> <p>The most We will pay is 5% of the Sum Insured by paragraph 1, Item 1 of this Section.</p>	

Section 8 (f) – Trailer Caravans contined

What is insured	What is not insured
<p>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.</p> <p>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.</p>	<p>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.</p> <p>Liability for:</p> <ul style="list-style-type: none"> • 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. <p>Liability while the caravan:</p> <ul style="list-style-type: none"> • is let for hire or reward, • is being used other than for social, domestic or pleasure purposes. <p>Liability arising directly or indirectly from the ownership or use of any trailer caravan whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>

Settling claims

Item 1

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

Underinsurance

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

Item 2

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

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

Underinsurance

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

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

Section 8 (g) – Boats

Meaning of Words

Property

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

Other words with special meanings in this **Section** are defined on pages 40 – 41.

The Cover

What is insured	What is not insured
<p>1. The Property is insured against accidental loss or damage while:</p> <ul style="list-style-type: none"> • ashore • in transit or afloat on inland and coastal waters of the Territorial Limits or Europe. <p>Item 1 The craft, trolley, life-jackets, buoyancy aids and water-skis.</p> <p>Item 2 The outboard motor.</p> <p>Item 3 The trailer.</p>	<p>The Excess shown in the Schedule for each incident of loss or damage (except total loss or damage of the craft).</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation, corrosion, rot, mildew, fungus, breakdown, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Loss or damage while the Property:</p> <ul style="list-style-type: none"> • is let for hire or reward • is being used other than for social, domestic or pleasure purposes. <p>Stealing of gear and equipment unless entry or exit is made using violence and force or removal involves violence and force.</p> <p>Stealing of an outboard motor unless it is secured by an anti-theft device as well as its normal method of attachment.</p> <p>Stealing of a sailboard:</p> <ul style="list-style-type: none"> • from a car roof rack unless the sailboard is secured by an anti-theft device as well as its normal method of attachment, • unless entry or exit is made using violence and force or removal involves violence and force. <p>Loss or damage while the craft is left unattended at anchor or afloat on moorings (except as agreed by Us in writing).</p> <p>Loss or damage to propellers while in use on craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.</p>
<p>2. We will pay for all salvage charges and necessary expenses incurred in minimising or averting a claim under paragraph 1 of this Section.</p>	

Section 8 (g) – Boats contined

What is insured	What is not insured
<p>3. Any amounts which You or a member of Your Family become legally liable to pay:</p> <ul style="list-style-type: none"> • as compensation for an accident causing Bodily Injury to a person or loss of or damage to property • 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. <p>The accident must occur during the Period of Insurance and arise from the ownership or use of the property by You or a member of Your Family.</p> <p>This paragraph applies equally to a person who, with Your permission, is navigating or in charge of the craft or being towed on water-skis by the craft.</p> <p>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.</p>	<p>Liability arising directly or indirectly from an agreement which imposes a liability which You or a member of Your Family would not otherwise have been under.</p> <p>Liability:</p> <ul style="list-style-type: none"> • for Bodily Injury to workmen or others whom You employ for any reason in connection with the property • occurring while the property is in transit by road • 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. <p>Liability while the property:</p> <ul style="list-style-type: none"> • is let for hire or reward • is being used other than for social, domestic or pleasure purposes. <p>Liability arising directly or indirectly from the ownership or use of vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>

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

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

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

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

Settling claims

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

If **We** take this option:

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

The most **We** will pay:

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

Conditions Applicable to Section 8 Farm Home Insurance

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

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

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

Exclusions Applicable to Section 8 Farm Home Insurance

In addition to the General Exclusions of the **Policy**, these apply to Sections 8 (a) to 8 (g) and to all clauses.

Section 8 Farm Home Insurance does not cover:

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

Other Clauses

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

Clause HP51 – Security Alarm Clause

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

You have agreed that:

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

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

Clause HH141 – Security Locks Clause

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

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

Clause HP84 – Fire Cover only

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

Clause HH124

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

Clause HH125

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

Clause HH126

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

Clause HH152 – Voluntary Excess

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

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

Clause HH153 – Voluntary Excess

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

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

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:

- a) riot or civil, labour or political disturbances
- b) 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 organization.

For the purpose of this Exclusion:

- (i) '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
- (ii) '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.

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, **Business** Interruption, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

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

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

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

- a) to correctly recognise any date as its true calendar date
- b) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date.

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

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

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, subterranean fire, storm (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 Exclusion an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

8. Genetically Modified Organisms (GMO)

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

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

Definitions for purposes of this Exclusion:

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

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

9. Asbestos

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

10. Excess or Deductible

We will not indemnify **You** in respect of the amount of the amount of any **Deductible** or **Excess** stated in the **Policy** or **Your Schedule** including any Condition of Average where applicable.

General Conditions

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

1. Law applicable to the contract

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

2. Cancellation

- a) **We** have the right to cancel **Your Policy**, or any part of it, by giving 10 days notice in writing to **Your** last known address. In the event that **We** cancel **Your Policy**, or any part of it, **You** will be entitled to a pro-rata refund of any premium already paid by **You** in respect of the remainder of the **Period of Insurance**.
- b) **You** have the right to cancel **Your Policy**, or any part of it, by giving **Us** notice in writing and **You** will be entitled to a pro-rata refund of any Premium already paid by **You** in respect of the remainder of the **Period of Insurance**. However, **You** will not be entitled to a refund of Premium if **You** have made a claim during the current **Period of Insurance**. If **You** cancel **Your Policy** during the first **Period of Insurance**, **We** will deduct an administration charge from any premium refund due to **You**.

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**.

16. Highest Excess

Where any single event results in a claim under more than one **Section** of the **Policy**, the highest **Excess** only will 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 An Garda Síochána immediately when it becomes evident that any damage has been caused by stealing or attempted stealing, riot or civil commotion, labour or political disturbances or vandals or malicious persons
 - carry out and permit to be taken any action which may be reasonably practicable to prevent further damage
 - deliver to **Us** at **Your** expense:
 - full information in writing of the property lost destroyed or damaged and of the amount of damage
 - details of any other insurance on any property insured by this **Policy**.Within 30 days after damage (7 days in the case of damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as **We** may allow:
 - all such proofs and information relating to the claim as may reasonably be required
 - if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- b) 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 **Business Interruption**
 - deliver to **Us** such books of account and other **Business** books, vouchers, invoices, balance sheets and other documents proofs, information explanation and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it

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**. If agreement on the appointment of an arbitrator cannot be reached within 30 days, the President for the time being of the Law Society of Ireland shall make such appointment on the application of either party.

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

4. Fraudulent Claims

If **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**.

8. Right to Settle

We shall have the right to settle a claim by:

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

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

6. Salvage

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

Customer Information

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.

Complaints Procedure

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

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to customercare@zurich.ie.
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
 - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.
 - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
 - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

Data Protection

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

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

About this section

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

The Data we collect

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

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

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

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

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

Data collected from third parties

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

What we do with your Data

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

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

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

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

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

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

Sharing of Data

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

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

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

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

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

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

Data Retention

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

Automated Decision Making and Profiling

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

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

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

Data subject rights

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

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

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

Privacy Policy

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

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

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

Zurich Insurance

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: www.zurich.ie

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

