

# 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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# The Contract of Insurance

## **Farm Protection Insurance Policy**

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

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

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

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

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

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

# General Definitions

## Meaning of words

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

### **Building(s)**

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

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

### **Business**

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

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

### **Consequential Loss**

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

### **Damage or Damaged**

Loss, destruction or **DAMAGE** caused by an insured peril.

### **Employee**

Under sections 1 to 6 **EMPLOYEE** shall mean:

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

### **Excess**

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

### **Premises**

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

### **We, Us, Our**

Zurich Insurance plc.

### **You, Your**

The person or the people or the company shown in the schedule as the insured.

# General Conditions

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

## 1. Law applicable to the contract

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

## 2. Cancellation

- (a) **WE** have the right to cancel this policy or any section, or part of it, by giving 10 days notice in writing by registered letter to **YOUR** last known address.
- (b) **You** have the right to cancel the policy or any section or part of it by giving **US** notice in writing. **WE** will return to **YOU** the amount of premium in respect of the unexpired period of insurance. However, no return of premium will be allowed if **YOU** have made a claim during the current period of insurance. If **YOU** cancel the policy during the first period of insurance, **WE** will deduct an administration charge from any return of premium.

## 3. Currency

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

## 4. Instalment Premium Clause

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

## 5. Insurance Act 1936

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

## 6. Interpretation

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

## 7. Misrepresentation

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

## 8. Other Insurances

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

## 9. Precautions taken by You

**YOU** will take all reasonable steps to protect people and property, maintain **YOUR** property, prevent accidents and comply with laws and/or regulations and take reasonable care in the selection and supervision of **EMPLOYEES**.

## 10. Stamp Duty

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

## 11. Subrogation

**WE** are entitled to:

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

## 12. Survey Requirements

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

## 13. Warranties

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

#### 14. Your Death

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

#### 15. Premium Alterations

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

#### 16. Change of Circumstances

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

#### 17. Abandoning Property Exclusion

YOU may not, without OUR consent, abandon any property to US.

#### 18. Highest excess

Where any single event results in a claim under more than one section of the policy, the highest EXCESS only will apply.

## General Exclusions

#### 1. Communicable Disease

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

#### 2. Liquidation

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

#### 3. Northern Ireland

This policy does not cover DAMAGE to any property in Northern Ireland or loss resulting from such DAMAGE arising from:

- riot or civil, labour or political disturbances
- any unlawful, wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation

For the purpose of this exclusion:

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

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

#### 4. Radioactive/Aircraft

This policy does not cover any expense, CONSEQUENTIAL LOSS, Legal Liability or DAMAGE to any property directly or indirectly arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power
- (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## 5. Cyber Risk Clarification

The following clarification applies to all sections of the policy.

This policy does not apply to liability, loss, **DAMAGE**, **CONSEQUENTIAL LOSS**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

(a) the loss or alteration of or **DAMAGE** to

or

(b) a reduction in the functionality, availability or operation

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

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

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

(a) to correctly recognise any date as its true calendar date

(b) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

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

But in respect of all insurance other than Public Liability and Products Liability this shall not exclude subsequent loss, **DAMAGE** or **CONSEQUENTIAL LOSS** (not otherwise excluded) which itself results from a 'DEFINED PERIL' otherwise covered by this policy.

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

'DEFINED PERIL' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, subterranean fire, storm (where the applicable cover section is operative), Impact by any animal or vehicle or goods falling therefrom.

## 7. War and Terrorism

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

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

or

(b) any act of terrorism

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

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

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



# Claims Conditions

## 1. Liability Claims

### Action by You

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

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

## 2. Non-Liability Claims

### Action by You

(a) In the event of DAMAGE YOU shall:

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

Within 30 days after DAMAGE (7 days in the case of DAMAGE caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as WE may allow:
  - all such proofs and information relating to the claim as may reasonably be required
  - if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (b) No claim under this policy shall be payable unless the terms of this condition have been complied with.
- (c) In the event of any DAMAGE in consequence of which may give rise to a claim under the BUSINESS Interruption section of this policy YOU shall:
- notify US immediately
  - deliver to US at YOUR expense within 7 days of its happening full details of DAMAGE caused by stealing or attempted stealing, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
  - with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the BUSINESS or to avoid or diminish the loss
  - not later than 30 days after the expiry of the Indemnity Period or within such further time WE may allow, deliver to US in writing particulars of the claim together with details of all other insurance covering property used by YOU on the PREMISES for the purpose of the BUSINESS or any part of it or any resulting CONSEQUENTIAL LOSS
  - deliver to US such books of account and other BUSINESS books, vouchers, invoices, balance sheets and other documents proofs, information explanation and other evidence as may reasonably be required by US for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it



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

- no claim under this policy shall be payable
- and
- any payment on account of the claims already made shall be repaid to **US** immediately.

### **3. Arbitration**

If any dispute shall arise under this policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **YOU** and **US** in accordance with the law at the time. **YOU** may not take any legal action against **US** over the dispute before the arbitrator has reached a decision. Claims not referred to arbitration within 12 calendar months from the date of declinature of liability shall be deemed to have been abandoned.

### **4. Fraudulent Claims**

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

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

### **5. Right to Settle**

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

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

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

### **6. Salvage**

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

# Section 1: Farm Commercial

## Section 1 (a) – Farm Property

### Meaning of Words

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

### The Cover

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

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

- (i) in the whole the total sum insured or in respect of any item its sum insured at the time of the **DAMAGE**
- (ii) the sum insured remaining after deduction for any other **DAMAGE** occurring during the same period of insurance unless **WE** have agreed to reinstate any such sum insured

### The Farm Property described in the schedule is defined as follows

Item 1. **BUILDING(S)**

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

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

Item 4. **Silage** in the open at the **PREMISES**

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

Item 6. **Poultry Rearing Houses**

Item 7. **Poultry**

### What is Insured

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

#### **Lightning**

#### **Explosion**

- (i) of boilers
- (ii) of gas

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

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

5. **Subterranean Fire**
6. **Impact** by any road vehicle or animal
7. **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons excluding
  - (a) **DAMAGE** arising from confiscation requisition or destruction by order of the government or any public authority.
  - (b) **DAMAGE** arising from cessation of work.
  - (c) as regards **DAMAGE** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
    - (i) **DAMAGE** by theft
    - (ii) **DAMAGE** in respect of any **BUILDING** which is empty or not in use at the time of the loss, unless cover has previously been agreed and the unoccupied property is noted in **YOUR** schedule.

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

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

### What is not Insured

#### 1. Electrical Plant

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

#### 2. Motor Vehicles

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

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

or

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

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

### Extensions Applicable to Section 1 (a) Farm Property

#### 1. Temporary Removal

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

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

#### 2. Fire Brigade Charges

The insurance on Fire Brigade Charges applies to charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this section in circumstances which have given rise to, or would have given rise to, **DAMAGE** to the property insured by any peril covered by this schedule.

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

## Clauses applicable to Section 1 (a) Farm Property

### Clause 1 – Average

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

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

### Clause 2 – Basis of Settlement

The value of any Agricultural Produce insured by this section shall be deemed to be the greater of the market value or the value according to the Intervention System of the Common Agricultural policy of the European Community which **YOU** would have been entitled to if it had been sold into intervention at the time of any loss destruction or **DAMAGE**.

### Clause 3 – Additional Interest

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

### Clause 4 – Adjoining BUILDING(S)

It is understood that, except where specifically insured, small outside **BUILDING(S)** and their contents, and the **BUILDING(S)** and contents of an extension to and communicating with any of the previously described **BUILDING(S)**, are held to be insured by the item applying to the **BUILDING** to which such property is attached or belongs.

### Clause 5 – Architects' Surveyors' Legal and Consulting Engineers' Fees

The insurance of each Item on '**BUILDING(S)**' includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and other Fees necessarily incurred in the reinstatement of the property insured consequent upon its **DAMAGE** but not for preparing any claim. The amount payable for such **DAMAGE** and fees shall not exceed in the aggregate the Sum Insured by each item.

### Clause 6 – Automatic Cover

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

- (a) any newly acquired and/or newly erected **BUILDING(S)**, machinery and equipment, in-so-far as the same are not otherwise insured; and
- (b) alterations, additions and improvements to **BUILDING(S)**, machinery and equipment, but not in respect of any appreciation in value provided that –
  1. at any one location this cover shall not exceed 10 per cent of the total sum insured on such location hereby or €130,000 whichever is less
  2. **YOU** undertake to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the policy to be endorsed accordingly from the date of commencement of **OUR** liability.
  3. the provisions of this extension shall be fully maintained, notwithstanding any specific insurance affected under 2. above.

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

### Clause 7 – Contract Price

It is hereby declared and agreed that in respect only of goods sold but not delivered for which **YOU** are responsible and with regard to which under the conditions of sale, the Sale Contract is cancelled, by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or **DAMAGE**, **OUR** liability shall be based on the Contract Price, and for the purpose of **AVERAGE** the value of all goods to which this clause would in the event of loss or **DAMAGE** be applicable shall be ascertained on the same basis.

### Clause 8 – Customers Goods

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

#### **Clause 9 – Mortgagees**

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

#### **Clause 10 – Reinstatement of the Amount of any Loss**

In consideration of the insurance by any item hereof not being reduced by the amount of any loss, **YOU** undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

#### **Clause 11 – Removal of Debris**

It is understood that the insurance by this section relating to **BUILDING(S)** and Farming Machinery and Equipment extends to include costs and expenses necessarily incurred by **YOU** with **OUR** consent in:

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

of the portion or portions of the property insured by the said items **DAMAGED** by fire or by any other peril hereby insured against.

**OUR** liability under this clause and this section in respect of any claims shall in no case exceed the sum insured thereby.

**WE** will not pay for any costs or expenses

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

#### **Clause 12 – Subrogation Waiver**

In the event of a claim arising under this section, **WE** agree to waive any rights, remedies or relief to which **WE** may become entitled by subrogation rights against:

- (a) any Insurer standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 155 of the Companies Act, 1963.
- (b) any Insurer which is a Subsidiary of a Parent Company of which the insured are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.

#### **Clause 13 – Tenancy**

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

#### **Clause 14 – Tenants' Improvements**

**WE** agree to indemnify **YOU** in respect of **DAMAGE** to tenants' improvements and decorations for which **YOU** are responsible at the **PREMISES** situate as described in the schedule.

#### **Clause 15 – Workmen**

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

#### **Clause 16 – Purchaser's Interest**

If at the time of **DAMAGE** to any **BUILDING** hereby insured that **YOU** shall have contracted to sell **YOUR** interest in such **BUILDING** and the purchase shall be thereafter completed, the Purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such **DAMAGE** shall be entitled to the benefit of this section so far as it relates to such **DAMAGE** without prejudice to **YOUR** rights and liabilities or to ours under this policy, up to the date of completion.

#### **Clause 17 – Walls Gates Hedges and Fences**

The maximum amount **WE** will pay in respect of loss or **DAMAGE** to walls, gates, hedges and Fences caused by or resulting from perils 1 to 7 is €1,300 any one occurrence.

#### **Clause 18 – SPONTANEOUS COMBUSTION**

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

## Section 1 (b) – Livestock

### Meaning of Words

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

#### **Livestock**

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

#### **Flood**

**FLOOD** means the covering of normally dry land with water released or that has escaped from the normal confines of:

- (a) any watercourse whether natural or altered
- (b) any lake whether natural or altered
- (c) any reservoir, canal or dam

but not where the release or escape of such water is as a result of the deliberate act of any power supply company or local authority

### The Cover

In the event of the death of **LIVESTOCK** described in the schedule during the period of insurance resulting from any event insured by this section **WE** will pay compensation to **YOU**. Provided that

1. the amount payable in respect of any one animal shall not exceed the market value of the animal at the time of loss.
2. the total amount payable in respect of any one item of **LIVESTOCK** shall not exceed the sum insured noted in the schedule
3. the total amount payable in respect of all loss or injury during the period of insurance shall not exceed the total sum insured for all **LIVESTOCK** noted in the schedule

### What is Insured

The following events are insured only when specified in the schedule.

#### **1. Fire, Lightning & Explosion**

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

1.1 Fire, but excluding **DAMAGE** caused by

- (a) its own spontaneous fermentation or heating or combustion
- (b) its undergoing any heating process or any process involving the application of heat

Lightning

Explosion

- (i) of boilers
- (ii) of gas

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

1.2 Explosion excluding **DAMAGE**

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

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

1.4. **Earthquake**

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

**2. Flood**

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

**3. Electrocutation**

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

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

Accidental injury causing death (or necessary slaughter by veterinary surgeon within 28 days of such injury) to **LIVESTOCK** as a result of the immediate collapse of the slats in the slatted house permanently installed at **YOUR PREMISES**.

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

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

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

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

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

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

**7. Mortality**

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

**8. Tuberculosis and/or Brucellosis**

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

**9. Impotence of Bulls and/or Rams**

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

**10. Sheep Worrying**

Fatal injury to sheep (or necessary slaughter by veterinary surgeon) owned by **YOU** resulting directly from any dog attack or worrying by dog(s) provided such fatality occurs within 28 days of the attack or worrying but excluding dog(s) belonging to **YOU** or to members of **YOUR** family or household or to **YOUR EMPLOYEES** or kept in their custody.

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



## What is not Insured

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

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

## Clauses Applicable to Section 1 (b) Livestock

### 1. Average

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

### 2. Veterinary Surgeon's Fees

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

### 3. Removal of Debris

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

## Conditions Applicable to Section 1 (b) Livestock

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

1. all walls, slatted units, and fences enclosing areas where **LIVESTOCK** are kept be maintained in adequate condition.
2. all livestock specified in the schedule must be in perfect health and free from injury at the commencement of this insurance. No animal shall:
  - (i) be removed from **YOUR PREMISES** land for the purpose of being kept permanently elsewhere
  - (ii) be used for purposes other than those stated in the proposal form without **OUR** written consent
3. **YOU** comply with all statutory requirements and bye-laws and shall exercise all reasonable care.
4. it is a condition precedent to liability under this policy that full and unrestricted access be provided to **US** or a delegated representative of **OURS** to all records and herd registers relating to the ownership of livestock insured by this policy.
5. **YOU** shall notify a Veterinary Surgeon immediately in the event of injury to any animal and have such animal treated as necessary.
6. in the event of an occurrence which gives rise to a claim or which may give rise to a claim **YOU** shall give **US** immediate notice of such event.

- (i) **YOU** shall at **YOUR** own expense, within 14 days after such event, supply **US** with a completed claim form together with all other information as may be required including any qualified veterinary surgeon's certificates, photos and satisfactory proof of the death, identity and value of the animal
- (ii) if **WE** allege that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with **YOU**
- (iii) if **WE** admit the claim, **YOU** may dispose of the carcass to best advantage and the amount realised shall be offset against the amount of the claim.

## Section 1 (c) – Refrigerated Milk Storage Tanks

### Meaning of Words

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

### The Cover

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

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

### What is Insured

#### 1. Damage to Refrigerated Milk Storage Tanks

Sudden and unforeseen **DAMAGE** to the refrigerated milk storage tanks and associated equipment described in the schedule by any cause which is not excluded under this section.

#### 2. Deterioration of Milk in Refrigerated Milk Storage Tanks

**WE** will pay for:

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

- (i) loss of or **DAMAGE** to the refrigerated milk storage tank where such **DAMAGE** is indemnifiable under this section of the policy
- (ii) failure (from any inherent cause) of any thermostatic or automatic controlling devices
- (iii) failure of the public electricity supply which is not caused by
  - (a) a deliberate act of any electricity supply company unless such deliberate act is performed for the sole purpose of safeguarding life or protecting a part of the public electricity supply company's system
  - (b) a scheme of rationing unless necessitated solely by physical **DAMAGE** to a part of the public electricity supply company's system

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

### What is not Insured

**WE** will not pay for:

1. loss of or **DAMAGE** to bulbs, electric heating elements, photo electric cells, belts, trailing cables, flexible hoses or pipes.
2. loss of or **DAMAGE** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, stealing or attempted stealing, storm, flood, snow or freezing.
3. loss or **DAMAGE** arising from wear tear erosion corrosion or other deterioration so far as it relates to that part of the property affected but **DAMAGE** to the property (and loss of milk) resulting therefrom are not excluded
4. chipping, scratching, bruising or denting of any surface
5. the cost of maintenance nor the cost of making good joint seams
6. any loss arising from improper storage or stowage
7. the dumping or disposal of **EXCESS** milk
8. any **EXCESS** stated in the schedule

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

### **Urgent Repairs**

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

### **Basis of Settlement**

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

#### **1. Refrigerated Milk Storage Tanks**

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

Provided always that:

- (a) the reinstatement work must be completed within 12 months of the loss or **DAMAGE** occurring unless otherwise agreed by **US** in writing and subject to **OUR** liability not being thereby increased
- (b) the additional cost of reinstatement will not be payable until this has been incurred

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

#### **2. Milk in Refrigerated Storage Tanks**

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

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

### **Maintenance**

It is a condition of the cover provided under this section of the policy that **YOU** maintain in force a contract providing for competent engineers to service and maintain in proper working condition the plant and machinery associated with the refrigerated milk storage tanks insured at intervals not exceeding 6 months

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

If the sum insured for milk in refrigerated milk storage tanks is less than 80% of the actual selling price of the milk in the refrigerated milk storage tanks then, when there is a claim for milk in refrigerated milk storage tanks, **WE** will pay that proportion of the actual total cost price of milk in refrigerated milk storage tanks which is **DAMAGED** that the sum insured for milk in refrigerated milk storage tanks bears to the actual cost price of Milk in refrigerated milk storage tanks

### **Average in respect of Tanks used for Storage of Milk**

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

## Section 2: Business Interruption

### Meaning of Words

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

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

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

**GROSS INCOME** – The money paid or payable to **YOU** for goods sold and for services rendered in the course of the dairy farming activities undertaken at the **PREMISES** and/or the money paid or payable to **YOU** by tenants in respect of renting or leasing of any part of the **PREMISES** as noted in the schedule

**STANDARD GROSS INCOME** – The **GROSS INCOME** during that period in the twelve months immediately before the date of the **DAMAGE** which corresponds with the **INDEMNITY PERIOD**

) 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**

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

### Memorandum

If, during the **INDEMNITY PERIOD**, goods shall be sold or services shall be rendered elsewhere than at the **PREMISES** for the benefit of the **BUSINESS** either by **YOU** or by others on **YOUR** behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **GROSS INCOME** during the indemnity period.

### The Cover

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

- i. at the time of the happening of the **DAMAGE**, there shall be in force insurance under Section 1(a) of this policy covering **YOUR** interest in the property at the **PREMISES** against such **DAMAGE** and that
  - (a) payment shall have been made or liability admitted therefore, or
  - (b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
- ii. **OUR** liability under this section shall not exceed in respect of each item the sum insured stated in the schedule nor in the whole the total sum insured in respect of the **BUSINESS** Interruption section of the schedule.

#### 1. Loss of Gross Income and Increase in Cost of Working (Dairy Farming)

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

- (a) in respect of loss of **GROSS INCOME** the amount by which **GROSS INCOME** during the **INDEMNITY PERIOD** shall, in consequence of the **DAMAGE**, fall short of the **STANDARD GROSS INCOME**;
- (b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **GROSS INCOME** which, but for that expenditure, would have taken place during the **INDEMNITY PERIOD** in consequence of the **DAMAGE**, but not exceeding the amount of loss of **GROSS INCOME** thereby avoided,

Less any sum saved during the **INDEMNITY PERIOD** in respect of such of the charges and expenses of the **BUSINESS** payable out of **GROSS INCOME** as may cease or be reduced in consequence of the **DAMAGE**,

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

## **2. Farming Continuation Expenses (Arable and Stock Farming)**

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

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

### **Notes**

1. To the extent that **YOU** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

## **What is Insured**

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

### **Lightning**

#### **Explosion**

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

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

2. **Explosion excluding damage**
  - (a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the insured
  - (b) in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the insured which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
  - (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
3. **Aircraft** or other aerial devices or articles dropped therefrom excluding **DAMAGE** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
4. **Earthquake**
5. **Subterranean Fire**
6. **Impact** by any road vehicle
7. **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons excluding
  - (a) **DAMAGE** arising from confiscation requisition or destruction by order of the government or any public authority
  - (b) **DAMAGE** arising from cessation of work
  - (c) as regards **DAMAGE** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
    - (i) **DAMAGE** by theft
    - (ii) **DAMAGE** in respect of any **BUILDING** which is empty or not in use.

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

8. **Storm** excluding

(a) **DAMAGE** by

- (i) the escape of water from the normal confines of any natural or artificial watercourse lake reservoir canal or dam
- (ii) inundation from the sea whether resulting from storm or otherwise

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

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

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

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

## Clauses Applicable to Section 2 Business Interruption

### **Professional Accountants Clause**

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

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

## Section 3: Employers Liability

### Meaning of Words

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

#### **Bodily Injury**

Bodily Injury shall mean:

Death, bodily injury, nervous shock, illness or disease

#### **Territorial Limits**

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

### Cover

#### What is Insured

**YOUR** legal liability in respect of a claim for damages for **BODILY INJURY** sustained by an **EMPLOYEE** which arises out of and in the course of his/her employment by **YOU** in connection with **YOUR BUSINESS**

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

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

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

Provided that the **BODILY INJURY** is caused

- (1) during the Period of Insurance  
and occurs
- (2) within the Territorial Limits

## What is not Insured

Any Liability:

- for which compulsory Insurance or security is required by any Road Traffic Legislation
- arising on or out of any offshore installation or support or accommodation vessel for any offshore installation or in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation
- to a member of **YOUR** family or household under the age of 14
- for work other than agricultural work, or where **YOUR** occupation is that of Agricultural Contractor, contracting other than of a solely agricultural nature unless otherwise agreed in writing by **US**

### Limit of Liability

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

The amount shall be inclusive of:

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

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

### Discharge of Liability

**WE** may discharge **OUR** liability to **YOU** in respect of any claim by paying to **YOU** or on **YOUR** behalf the maximum amount payable in respect of any one claim against **YOU**, or series of claims against **YOU**, arising out of one cause and not exceeding the limit of indemnity as stated in the schedule.

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

## Extensions to Section 3 Employers Liability

### Indemnity to Other People

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

1. any Director or **EMPLOYEE**
2. any Principal with whom **YOU** have entered into a contract or agreement for but only in respect of **BODILY INJURY** arising out of the performance of works by **YOU** in accordance with such a contract or agreement

Provided that:

- **YOU** request **US** to do so
- such people keep to the terms, conditions and limitations of the policy

### Private Work

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

All the extensions to section 3 Employers Liability cover are subject to the following:

1. **WE** shall not be liable under these extensions unless **WE** have the sole conduct and control of all claims
2. these extensions shall not apply to any liability which is insured under any other policy
3. these extensions are subject to the terms, limitations and conditions of the policy.



## Special Condition applicable to Section 3 Employer's Liability Cover

### Premium Adjustment

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

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

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

## Section 4: Public Liability

### Meaning of Words

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

#### Bodily Injury

BODILY INJURY shall mean:

Death, BODILY INJURY, nervous shock, illness or disease

#### Products

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

#### Territorial Limits

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

#### Pollution or Contamination

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

### Cover

#### What is Insured

YOUR legal liability for:

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

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

## What is not Insured

**WE** will not cover any liability:

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

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

3. for **DAMAGE** to that part of any property upon which **YOU** or **YOUR** servant or agent has been working, where the **DAMAGE** is a direct result of such work being defective
4. for **DAMAGE** to property or land or **BUILDING** or loss caused directly or indirectly by subsidence or collapse or removal or weakening of support
5. arising from the ownership, possession or use by **YOU** or on **YOUR** behalf of any mechanically propelled vehicle or mobile plant or trailer whether attached or not attached to a vehicle:
  - (i) which is licensed for road use or
  - (ii) for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act or
  - (iii) which is more specifically insured provided that this shall not apply to
    - (a) the loading and unloading or the bringing to or the taking away of a load from a mechanically propelled vehicles or mobile plant unless more specifically insured
    - (b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required
    - (c) unauthorised movement on **YOUR PREMISES** or contact site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance is required
6. arising from the ownership, possession or use by **YOU** or on **YOUR** behalf of:
  - (i) craft designed to travel through air or space
  - (ii) hovercraft or watercraft other than non mechanically powered craft used on inland waterways
7. arising from the use of power driven saws other than portable saws designed to work by hand
8. arising from the use of hedge cutters (other than bar type hedge cutters) and saw attachments to tractors for hedge cutting. This exception shall not apply to liability arising from the use of any such equipment which belongs to and is used by agricultural contractors engaged by **YOU**
9. in respect of claims arising in connection with any work of **BUILDING** construction, reconstruction, structural alteration or demolition
10. arising from **PRODUCTS** after they have ceased to be in **YOUR** custody or control other than food or beverages supplied by **YOU** in connection with the **BUSINESS** for consumption at any **PREMISES** where **YOU** are carrying on a **BUSINESS** within the **TERRITORIAL LIMITS**
11. arising from tree felling other than the felling of trees for **YOUR** own use
12. liability in respect of injury or disease loss or **DAMAGE** caused by any sub-contractor to the Insured or by such sub-contractor's **EMPLOYEES**.

### **Limit of Liability**

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

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

### **Discharge of Liability**

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

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

### **Stubble Burning Warranty**

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

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

## **Extensions to Section 4 Public Liability**

### **Indemnity to Other People**

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

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

Provided that:

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

### **Personal Liability during visits abroad**

**WE** will also cover the personal legal liability of:

- **YOU**
- any **EMPLOYEE** or Director
- the family of any **EMPLOYEE** or Director while accompanying such a person

during temporary visits anywhere in the world in connection with **YOUR BUSINESS**

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

### **Additional Benefit**

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

### **Private Work**

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

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

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

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

## Special Condition applicable to Section 4 Public Liability

### Premium Adjustment

The premium payable under this section is calculated based on the total acreage worked by **YOU** during each period of insurance. In accordance with this condition **YOU** shall, within 30 days of the expiry of each period of insurance, provide **US** with an accurate account of all acreage worked by **YOU** during the preceding period of insurance.

If the acreage worked differs from the amount on which the premium for that period of insurance was paid the difference in the premium shall be met by a further payment to **US** or by a refund to **YOU** as the case may be but subject to the retention by **US** of any minimum premium as stated in the policy or endorsed on the schedule.

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

## Section 5: Products Liability

### Meaning of Words

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

### Bodily Injury

**BODILY INJURY** shall mean:

Death, **BODILY INJURY**, nervous shock, illness or disease

### Products

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

### Territorial Limits

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

### Pollution or Contamination

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

### Cover

#### What is Insured

**YOUR** legal liability for:

- accidental **BODILY INJURY** to any person
- accidental **DAMAGE** to material property

Occurring within the **TERRITORIAL LIMITS** during the currency of the products section and caused by **PRODUCTS**.

## What is not Insured

The indemnity provided to **YOU** by this section of the policy shall not apply to or include:

- repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **PRODUCTS**
- liability arising from any **PRODUCTS** which at the time of contract of sale or supply are knowingly:
  - (i) sold or supplied for use in any aircraft, spacecraft, hovercraft, watercraft or mechanically propelled vehicle
  - (ii) exported to the United States of America or Canada
- liability arising from any Products in **YOUR** custody or control

### Limit of Liability

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

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

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

## Applicable to Section 4 Public Liability and Section 5 Products Liability

### What is not Insured

**WE** will not cover any liability caused by or arising directly or indirectly from:

1. accidental death or accidental **BODILY INJURY**, sustained by any **EMPLOYEE** or Director in the course of his/her employment by **YOU** in connection with **YOUR BUSINESS** or to any person who is a member of **YOUR** family or household
2. any liability arising directly or indirectly out of advice designs or specifications provided by **YOU** for a fee or in circumstances where a fee would normally be charged
3. liability in respect of liquidated damages, fines penalties, aggravated exemplary or punitive damages
4. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
5. Pollution or contamination unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The most **WE** will pay for all claims arising from pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed the Limit of Liability specified in the schedule of the policy under which the claim arises.
6. any **EXCESS** specified in the schedule.

### Clauses

#### Discharge of Liability

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

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

### Extensions

#### Cross Liabilities

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

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

### What is not Insured

#### **Asbestos**

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

#### **Extensions**

##### **Safety, Health and Welfare at Work Legislation**

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

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

# Section 6: Agricultural Tractor/Motor Special Types

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

### Meaning of words

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

#### **Standard Accessories**

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

#### **We, Us, Our**

Zurich Insurance plc.

#### **You, Your**

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

#### **Territorial Limits**

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

#### **Excess**

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

#### **Sub-Section 1. Indemnity to You**

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

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

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

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

Provided that the person or firm claiming indemnity under either of the paragraphs above of this Sub-Section (2)

- (a) Is not entitled to indemnity under any other policy
- (b) Shall as though he were the **YOU** observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they can apply

#### **Excepted Persons**

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

- (a) death or bodily injury to:
  - (i) any person driving the vehicle or in charge of the vehicle for the purpose of driving.
  - (ii) any passenger being accommodated in or on the vehicle.

**WE** will not be liable for:

- (b) death or bodily injury to any person or **DAMAGE** to property caused or arising beyond the limits of any road in connection with:
  - (i) the bringing of the load to any vehicle for loading or
  - (ii) the taking away of the load from any vehicle after unloading by any person other than the driver or attendant of the vehicle.
- (c) **DAMAGE** to property:
  - (i) owned by or in the possession, custody or control of **YOU**
  - (ii) in or on the vehicle or trailer.



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

- (d) Any person claiming in respect of injury to any weighbridge or to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any vehicle described in the schedule hereto except so far as is necessary to meet the requirements of the Road Traffic Acts

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

#### **Excess**

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

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

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

#### **Application of Limits of Indemnity**

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

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

It is hereby declared and agreed by **US** that **WE** will indemnify any person against loss **DAMAGE** and liability as defined in this policy arising in connection with any vehicle described in the schedule while such vehicle is lent or let on hire to any such persons provided that such person or firm is named in the section headed 'Persons or Classes of Persons whose liability is covered' in the effective Certificate of Insurance and that such person shall as though he were **YOU** observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

## **Section 6 (b) – Loss or Damage**

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

#### **Exceptions**

**WE** shall not be liable to pay for

- (a) loss of use depreciation wear and tear mechanical electrical electronic or computer breakage failure or breakdown
- (b) **DAMAGE** to tyres by application of brakes or by road punctures cuts or bursts
- (c) loss or **DAMAGE** caused by explosion of the boiler of such vehicle
- (d) loss or **DAMAGE** arising during (unless it be proved by **YOU** that the loss or **DAMAGE** was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion
- (e) loss destruction or **DAMAGE** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

**WE** may at **OUR** own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or **DAMAGE**. If to **OUR** knowledge of the Insurer the vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to **OUR** in respect of such loss or **DAMAGE**. The maximum amount payable by the **US** in respect of any claim for such loss or **DAMAGE** shall be the market value of such vehicle immediately prior to such loss or **DAMAGE** not exceeding the **YOUR** estimated value recorded in **OUR** books. If such vehicle is disabled by reason of such loss or **DAMAGE** **WE** will bear the reasonable cost of protection and removal to the nearest repairers. **WE** will also pay the reasonable cost of delivery to **YOU** after repair of any loss or **DAMAGE** insured under the policy not exceeding the reasonable cost of transport to the address of **YOU** in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man or the Channel Islands as stated herein

#### **Excess**

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

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

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

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

The Insurer shall not be liable

1. In respect of
  - (a) Any liability (in **EXCESS** of the common law or the statutory liability applicable to the case) undertaken by **YOU** by special contract
  - (b) Any loss **DAMAGE** liability and/or injury arising out of any event occurring
    - (i) while any vehicle in connection with which indemnity is provided under this policy is being driven by or is for the purpose of being driven by him in the charge of any person other than as described under the section headed 'Drivers or Classes of Drivers whose driving is covered' in the effective Certificate of Insurance
    - (ii) while any vehicle in connection with which indemnity is provided under this policy is being used otherwise than for the purposes described under the section headed 'Limitations as to Use' in the effective Certificate of Insurance
2. Except under Section 6 (a) of this policy in respect of any loss **DAMAGE** and/or injury arising during (unless it be proved by **YOU** that the loss **DAMAGE** and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion
3. Except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of
  - (a) Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution 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 **CONSEQUENTIAL LOSS**) or any liability of whatsoever nature while **YOUR** Vehicle is in or on that part of an aerodrome airport airfield or military base provided for
  - (a) the take off or landing of aircraft and for the movement of aircraft on the surface
  - (b) aircraft parking aprons including associated service roads refuelling areas and ground equipment parking areas
6. **WE** shall not be liable for any loss, **DAMAGE**, cost or expense of whatsoever nature (except that which is covered under Section 6 (a) 'Liability to Third Parties'), directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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

This endorsement also excludes loss, **DAMAGE**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **WE** allege that by reason of this exclusion, any loss, **DAMAGE**, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **YOU**.

### Section Policy Cover – Definitions

Comprehensive all sections of this policy are operative.

Third Party Fire and Theft Indemnity provided by Section 6 (b) is inoperative except for loss or **DAMAGE** caused directly by Fire Self-Ignition Lightning or Explosion or by Theft or attempt thereat

Third Party Only Section 6 (b) is cancelled.

### Trailers

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

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

### Foreign Travel Cover

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

### Fire Brigade Charges under this section

In respect of any event which may be the subject of indemnity under this policy the insurer will also pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 subject to a limit of €3000.00 in respect of any one incident subject otherwise to the terms exceptions and conditions of this section of the policy.

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

### Endorsements

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

1. It is hereby declared and agreed that the Insurance by this section of the policy shall extend to any trailer or trailers specified in the schedule and used as mentioned in the 'Limitations as to Use' in the effective Certificate of Insurance.

Provided that **WE** shall be under no liability unless such trailer

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

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

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

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

2. It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Road Traffic Acts **WE** shall be under no liability under Section 6 (a) of this policy in respect of liability incurred by **YOU** arising out of the operation as a tool of any vehicle or of plant forming part of such vehicle or attached thereto subject otherwise to the terms exceptions and conditions of this policy.
3. It is hereby declared and agreed that while any vehicle described in the schedule or any plant forming part of such vehicle or attached thereto is being operated as a tool the insurer shall (except so far as is necessary to meet the requirements of the Road Traffic Acts) be under no liability under Section 6 (a) for or arising out of
  - (i) subsidence flooding or water pollution
  - (ii) **DAMAGE** to pipes or cables.

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

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

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

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

If the expenditure incurred by **US** shall include the amount for which **YOU** are responsible hereunder such amount shall be repaid by **YOU** to **US** forthwith For the purpose of this endorsement the expression

'occurrence' shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this section.

Subject otherwise to the terms exceptions and conditions of this policy  
This **EXCESS** is not cumulative with any other **EXCESS** under Section 6 (a) of this policy.

6. It is hereby declared and agreed that in respect of
  - (i) any trailer which is attached to any vehicle described in the schedule
  - (ii) any trailer not having plant permanently attached which is temporarily detached from any such vehicle while away from **YOUR PREMISES** the indemnity provided by Section 6 (a) of this policy shall apply as though such trailer were a vehicle described in the schedule.Provided that
  - (a) **WE** shall be under no liability in respect of any trailer temporarily detached unless the vehicle to which such trailer was attached remains in the vicinity of such detached trailer
  - (b) for the purposes of this section of the policy any trailer and plant permanently attached to such trailer shall together be deemed to constitute a trailer
  - (c) except so far as is necessary to meet the requirements of the Road Traffic Acts **WE** shall be under no liability under Section 6 (a) of this policy in respect of liability arising out of the operation as a tool of such trailer or of plant forming part of such trailer or attached heretoSubject otherwise to the terms exceptions and conditions of this section of the policy
7. It is hereby declared and agreed that Paragraph (b) (i) & (ii) of the clause of this section of the policy headed 'Excepted Persons' is cancelled  
Subject otherwise to the terms exceptions and conditions of this section of the policy
8. It is hereby declared and agreed that the indemnity provided by this policy shall apply in respect of any trailer described herein which is
  - (a) attached to any vehicle described in the scheduleor
  - (b) unattached to any vehicleas though it were a vehicle described in the schedule  
Provided that  
except so far as is necessary to meet the requirements of the Road Traffic Acts **WE** shall be under no liability under Section 6 (a) of this policy in respect of liability arising out of the operation as a tool of such trailer or of plant forming part of such trailer or attached thereto.  
It is further declared and agreed that for the purpose of this policy any trailer and plant permanently attached to such trailer shall together be deemed to constitute a trailer.  
Subject otherwise to the terms exceptions and conditions of this policy.
9. It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Road Traffic Acts the following are added to the clause of this policy headed 'Excepted Persons'
  - (e) any person claiming in respect of injury to property resulting from the manufacture construction alteration repair or treatment of such property by **YOU**
  - (f) any person claiming in respect of injury to person or property caused by or through property on which **YOU** have carried out any process of manufacture construction alteration repair or treatment
  - (g) any person claiming in respect of injury to person or property caused by or resulting from subsidence flooding or water pollution
  - (h) any person claiming in respect of injury to person or property arising out of the explosion of any vessel under pressure being part of plant attached to or forming part of any vehicle described in the schedule heretoReference to paragraphs (a) to (d) in the clause of this policy headed 'Excepted Persons' is deemed to read (a) to (h)  
Subject otherwise to the terms exceptions and conditions of this policy.
10. Legal Costs:  
For any event which may be the subject of indemnity under Section 1 **WE** will also pay at **YOUR** request, the cost of legal services arranged by **US** for defending a charge of manslaughter, under subsection (2) (a) of Section 53 of the Road Traffic Act 1961 for dangerous driving causing death or bodily injury subject to a limit of €2,600.

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

### 1. Claims

- (a) In the event of any accident injury loss or **DAMAGE** likely to give rise to a claim under this section the **YOU** must
- (i) as soon as practicable (but no later than 30 days from the date of the event) notify **US** and provide all information and assistance that **WE** may require
  - (ii) send **US** any claim writ summons or legal process as soon as it is received
  - (iii) notify **US** in writing as soon as he/she becomes aware of any impending prosecution or coroners inquest involving any person entitled to be indemnified under this section of the policy
- (b) For the purposes of this part of the condition only the expression 'YOU/YOUR' shall mean **YOU** (as stated in the schedule) and any other person entitled to be indemnified under this section of the policy
- (i) **YOU** (or **YOUR** agent) shall not make any admission of liability or offer or promise of payment but shall permit **US** to have the sole conduct of all negotiations or legal proceedings
  - (ii) **WE** shall be entitled to use **YOUR** name for the purpose of resisting or enforcing any claim and **YOU** shall give to **US** all reasonable assistance in connection therewith and shall act in all cases in the best interests of **US**
  - (iii) **WE** shall have full power to settle any claim or part thereof without reference to **YOU** and in the event of any dispute between **US** and the **YOU** such settlement shall have the effect for all purposes as if it were made with the concurrence of **YOU** notwithstanding that such settlement may be made without admission of liability.

### 2. Other Insurances

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

### 3. Care of Vehicle

**YOU** shall take all reasonable steps to safeguard the **YOUR** Vehicle against loss **DAMAGE** or breakdown and to maintain the **YOUR** vehicle in an efficient and roadworthy condition

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

### 4. Laws relating to Compulsory Motor Insurance

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

### 5. Duty to comply with Policy Conditions

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

### 6. Definition of Public Place

The expression 'public place' shall have the same meaning for the purposes of this section of the policy as it has for the purpose of Part VI of the Road Traffic Act 1961 and the expression **YOU** shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to **YOUR** personal representative.

### Emergency Assistance

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

### Emergency Helpline

Zurich, in conjunction with our assistance company provide an Emergency Helpline, to ensure that customers get the reassurance they need.

As a Zurich customer you can avail of our 24 hour, 365 day helpline, by dialling **1890 208 408**.

Our experienced staff will ensure that your emergency is taken care of quickly and efficiently.

## Section 7: Farm Personal Accident

### Meaning of Words

Certain words in this Section have special meanings. These meanings are given below.

#### **Insured person or insured people:**

YOU, YOUR spouse/partner and YOUR children up to the age of 16, or Other Persons, named in the schedule.

#### **Loss of limb**

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

#### **Loss of sight**

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

#### **Permanent disability**

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

#### **Temporary total or partial disability**

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

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

Cover	Table of Contents	
If physical injury is the only and direct cause of:	PolicyHolder/Other Persons named in the schedule per unit purchased (max 5 units)	Child up to 16 years as named in the schedule per unit purchased (max 2 units)
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

#### **Medical Expenses**

Where weekly benefit is payable in respect of any claim under this policy WE will, in addition, pay the medical charges incurred (unless these charges are recoverable from some other source) by the insured in connection with the accident for which such claim is made up to fifteen per cent of the amount of such weekly benefit unless otherwise stated.

### **Provisos**

1. No benefit shall be payable under items E and F:
  - (a) until the total amount has been ascertained and agreed by US.
  - (b) unless the bodily injury requires treatment by a duly registered medical practitioner, nor in respect of any period of disablement which is not certified by such a medical practitioner
  - (c) in respect of any accident for more than 104 weeks from commencement of the disablement as certified by a fully qualified medical practitioner
  - (d) in respect of the first week of disablement.
2. The weekly benefit in respect of Item E cannot exceed the insured person's weekly income and evidence of the insured person's income over the preceding 12 months is required.
3. Benefits shall not be payable under more than one item in respect of the same bodily injury. Any sums payable under items E and F shall be deducted from any sums subsequently payable under items A to D in respect of the same bodily injury, Zurich being liable only for the balance.
4. The total sum payable under this policy in respect of any one or more accidents occurring during the period of Insurance shall not exceed in all, the largest sum insured as under any one of the items A to D, unless otherwise shown in the schedule.
5. After a person incurs any bodily injury resulting in a claim under any of the items A to D no further liability (in respect of that person) shall attach to Zurich to make any payment under Section 7 Farm Personal Accident.

### **Geographical Limits**

1. The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
2. The rest of the world for the purposes of travel only.

### **Special Conditions**

1. Section 7 – Farm Personal Accident – does not apply to death injury loss or disablement caused by:
  - (a) prolonged or complicated by any pre-existing physical weakness defect or disease or by any injury sustained prior to that in respect of which a claim is made hereunder
  - (b) the insured person motor-cycling, hunting, mountaineering, rock climbing, racing (other than on foot), playing hurling, Gaelic games and football, ice-hockey or polo, skiing, tobogganing, parachuting, bungee-jumping, hang-gliding, waterskiing, skin-diving, sky diving, pot-holing, playing any sport professionally, or using power-driven woodworking machinery
  - (c) the insured person working as a professional entertainer, bus, coach or heavy lorry driver, window cleaner, removal contractor, demolition worker, steel erector, oil rig worker, trawlerman, diver, miner, quarryman, or on duty as a member of the Merchant Navy or Fire Brigade.
  - (d) membership of the Armed Forces or Gardaí,
  - (e) the insured person working at heights in excess of 30 feet or depths 5 feet below ground level,
  - (f) the insured person flying (except as a passenger and not as a member of the crew for the purpose of engaging in any trade or technical operation therein in any properly certified or licensed power-driven aircraft constructed to carry passengers)
  - (g) Physical injury caused by an insured person being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury or self-exposure to unnecessary danger, being or having been pregnant, or taking part in riot, or civil, labour or political disturbance.
2. Cover for medical or surgical treatment is excluded under Section 7 Farm Personal Accident (except where such treatment is rendered necessary by bodily injury caused by accident within the scope of this Policy).
3. Cover reduces to A & E only on an insured person's 70th birthday. Cover does not apply to any insured person who is aged 72 or over.
4. **YOU** must notify US as soon as reasonably possible, and always within 30 days, of an accident likely to cause a claim.

### **WE shall be entitled to call for:**

- an examination by a medical referee appointed by US for a non-fatal injury,
- a post-mortem examination if death occurs.



## Section 8: Farm Home Insurance

### Meaning of Words

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

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

#### **Bodily Injury**

Death, injury, nervous shock, illness or disease.

#### **Buildings**

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

#### **Contents**

**HOUSEHOLD** goods, personal belongings (including **VALUABLE PROPERTY**), collections of stamps, coins or medals up to €260, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650) on or in the **HOME**, all belonging to or the legal responsibility of **YOU** or a member of **YOUR HOUSEHOLD**.

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

- motor vehicles, caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them (other than ride-on lawnmowers up to a value of €6,500 kept in a locked domestic shed).
- any living creature.
- property owned or held in trust in connection with any business, profession or trade.
- **MONEY** of any kind.
- deeds (except as provided under paragraph 21), bonds, bills of exchange, securities, documents, manuscripts.
- property more specifically insured or any amount that **YOU** cannot recover from a more specific insurance because **WE** refuse or reduces the claim, or the sum insured is inadequate on a specified item.

#### **Credit Cards**

Credit, cheque, bankers or cash dispensing cards.

#### **Excess**

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

#### **Family**

**YOUR** relatives (including **YOUR** partner and all children) who normally live in the **HOME**.

#### **Flood**

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

#### **Geographical Limits**

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

#### **Ground Heave**

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

#### **Home**

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

#### **Household**

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



**Money**

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

**Premises**

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

**Settlement**

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

**Subsidence**

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

**Unfurnished**

Without sufficient furniture and furnishings for normal living purposes.

**Unoccupied**

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

**Valuable Property**

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

## Section 8 (a) – Buildings

### Meaning of Words

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

#### The cover

<b>What is insured</b> The <b>BUILDINGS</b> are insured against loss or <b>DAMAGE</b> caused by the events in paragraphs 1 to 11.	<b>What is not insured</b>
1. Fire, smoke, lightning, explosion or earthquake.	Smoke <b>DAMAGE</b> caused by: <ul style="list-style-type: none"> <li>• agricultural or industrial operations, any gradually operating cause, or smog. The first €250 of each incident of loss or <b>DAMAGE</b>.</li> </ul>
2. Storm or <b>FLOOD</b> .	Loss or <b>DAMAGE</b> : <ul style="list-style-type: none"> <li>• caused by frost, <b>SUBSIDENCE</b>, <b>GROUND HEAVE</b> or landslip,</li> <li>• to gates, fences or hedges,</li> <li>• due to wear and tear or gradual deterioration.</li> </ul> <b>WE</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused <b>DAMAGE</b> to the <b>BUILDINGS</b> . The first €250 of each incident of loss or <b>DAMAGE</b> .
3. <b>SUBSIDENCE</b> or <b>GROUND HEAVE</b> of the site on which the <b>BUILDINGS</b> stand or landslip.	Loss or <b>DAMAGE</b> : <ul style="list-style-type: none"> <li>• caused by <b>SETTLEMENT</b> due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials,</li> <li>• 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 <b>DAMAGE</b> to the <b>HOME</b> from the same cause occurring at the same time,</li> <li>• to floor slabs unless the foundations beneath the walls are <b>DAMAGED</b> at the same time by the same cause,</li> <li>• associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise. Loss or <b>DAMAGE</b> if any part of the <b>BUILDINGS</b> suffered previous loss or <b>DAMAGE</b> by <b>SUBSIDENCE</b>, <b>GROUND HEAVE</b> or landslip unless same has been disclosed to and accepted by <b>US</b>. The first €2,500 of each incident of loss or <b>DAMAGE</b>.</li> </ul>

What is insured	What is not insured
4. Stealing or attempted stealing.	<p>Loss or DAMAGE:</p> <ul style="list-style-type: none"> <li>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,</li> <li>caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days,</li> <li>caused by a member of the HOUSEHOLD other than domestic staff. The first €250 of each incident of loss or DAMAGE.</li> </ul>
5. Riot, civil, labour or political disturbance.	<ul style="list-style-type: none"> <li>The first €250 of each incident of loss or DAMAGE.</li> </ul>
6. Vandals or malicious people.	<p>Loss or DAMAGE caused:</p> <ul style="list-style-type: none"> <li>by someone lawfully on the PREMISES,</li> <li>after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</li> </ul> <p>The first €250 of each incident of loss or DAMAGE.</p>
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.	<p>Loss or DAMAGE:</p> <ul style="list-style-type: none"> <li>caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</li> <li>to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration.</li> <li>to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> </ul> <p>The first €500 of each incident of loss or DAMAGE.</p>
8. Escape of oil from any fixed domestic heating installation.	<p>Loss or DAMAGE:</p> <ul style="list-style-type: none"> <li>caused after the HOME is left UNFURNISHED or UNOCCUPIED for more than 30 consecutive days.</li> <li>to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.</li> </ul> <p>The first €500 of each incident of loss or DAMAGE.</p>
9. Collision with the BUILDINGS, by aircraft, other aerial devices, road or rail vehicles, or articles	<p>The first €250 of each incident of loss or DAMAGE</p>
10. Falling trees or branches.	<ul style="list-style-type: none"> <li>loss or DAMAGE to gates, fences or hedges.</li> <li>DAMAGE caused by felling or lopping of trees.</li> <li>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.</li> </ul> <p>The first €250 of each incident of loss or DAMAGE.</p>

What is insured	What is not insured
11. Falling aerials, aerial fittings, masts or dishes.	Loss or <b>DAMAGE</b> 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 <b>DAMAGE</b> .
12. Breakage of fixed glass and sanitary ware Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the <b>HOME</b> .	Loss or <b>DAMAGE</b> caused: <ul style="list-style-type: none"> <li>• after the <b>HOME</b> is left <b>UNFURNISHED</b> or <b>UNOCCUPIED</b> for more than 30 consecutive days.</li> <li>• by vandals or malicious people lawfully on the <b>PREMISES</b>.</li> </ul> The first €250 of each incident of loss or <b>DAMAGE</b> .
13. Service pipes and cables. Accidental <b>DAMAGE</b> to cables, underground pipes or underground tanks servicing the <b>HOME</b> .	<ul style="list-style-type: none"> <li>• Loss or <b>DAMAGE</b> due to wear and tear, rust or gradual deterioration.</li> </ul> The first €250 of each incident of loss or <b>DAMAGE</b> ; or: the first €2,500 of each incident of loss or <b>DAMAGE</b> which results in <b>SUBSIDENCE</b> or <b>GROUND HEAVE</b> to the <b>BUILDINGS</b> which is a direct consequence of the accidental <b>DAMAGE</b> to cables, underground pipes or underground tanks servicing the <b>HOME</b> .
14. Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the main sewer and the <b>HOME</b> following the blockage of the pipe.	The first €250 of each incident of loss or <b>DAMAGE</b> .
15. Rent and Alternative Accommodation. If the <b>HOME</b> is made uninhabitable by <b>DAMAGE</b> from any cause insured by this section, <b>WE</b> will pay for: <ul style="list-style-type: none"> <li>• rent <b>YOU</b> would have received and rent which continues to be payable by <b>YOU</b>,</li> <li>• the reasonable extra cost of comparable alternative accommodation if <b>YOU</b> occupy the <b>HOME</b>, but only during the period necessary to reinstate the <b>HOME</b> to a habitable condition. The work of reinstatement or repair must be done without delay. The most <b>WE</b> will pay under this paragraph is 20% of the sum insured by this section</li> </ul>	

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

## Settling claims

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

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

**WE** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or **DAMAGE** is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out **WE** will pay the reduction in market value resulting from the loss or **DAMAGE** but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

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

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

## Additional costs

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

- fees to architects, surveyors, consulting engineers and others,
- the cost of clearing the site and making it and the **HOME** safe,
- the cost of complying with any government or local authority requirement following loss or **DAMAGE** unless **YOU** were given notice of the requirement before the loss or **DAMAGE**.
- **WE** will not pay:
- fees for preparing a claim under this section,
- costs in respect of undamaged parts of the **BUILDINGS** (except the foundations of the **DAMAGED** parts).

## Mortgagees clause

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

## Index-linking

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

This adjustment will:

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

**WE** will not charge extra premium during the period of insurance but at the end of the period **WE** will calculate the renewal premium on the revised sum insured.

## Selling your home

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

## Section 8 (b) – Contents

### Meaning of Words

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

#### The cover

<b>What is insured</b> The <b>CONTENTS</b> are insured against loss or <b>DAMAGE</b> caused by the events in paragraphs 1 to 11.	<b>What is not insured</b>
1. <b>Fire, smoke, lightning, explosion or earthquake.</b>	Smoke <b>DAMAGE</b> caused by: <ul style="list-style-type: none"> <li>• agricultural or industrial operations,</li> <li>• any gradually operating cause,</li> <li>• smog.</li> </ul> The first €250 of each incident of loss or <b>DAMAGE</b> .
2. <b>Storm or FLOOD.</b>	Loss or <b>DAMAGE</b> caused by frost. The first €250 of each incident of loss or <b>DAMAGE</b> .
3. <b>SUBSIDENCE or GROUND HEAVE</b> of the site on which the <b>BUILDINGS</b> stand or landslip.	Loss or <b>DAMAGE</b> : <ul style="list-style-type: none"> <li>• caused by <b>SETTLEMENT</b> due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials,</li> <li>• caused by building on made-up ground or filled-in land,</li> <li>• unless the <b>HOME</b> is <b>DAMAGED</b> at the same time by the same cause,</li> <li>• to floor slabs unless the foundations beneath the walls are <b>DAMAGED</b> at the same time by the same cause,</li> <li>• associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.</li> </ul> Loss or <b>DAMAGE</b> if any part of the <b>BUILDINGS</b> suffered previous loss or <b>DAMAGE</b> by <b>SUBSIDENCE, GROUND HEAVE</b> or landslip unless same has been disclosed to and accepted by <b>US</b> . The first €625 of each incident of loss or <b>DAMAGE</b> .
4. Stealing or attempted stealing.	<b>Loss or DAMAGE</b> : <ul style="list-style-type: none"> <li>• while any part of the <b>HOME</b> is lent, let or sub-let, unless entry to or exit from the <b>HOME</b> is made using violence and force,</li> <li>• caused after the <b>HOME</b> is left <b>UNFURNISHED</b> or <b>UNOCCUPIED</b> for more than 30 consecutive days,</li> <li>• caused by a member of the <b>HOUSEHOLD</b> other than domestic staff.</li> </ul> The first €250 of each incident of loss or <b>DAMAGE</b> .
5. Riot, civil, labour or political disturbance.	<ul style="list-style-type: none"> <li>• The first €250 of each incident of loss or <b>DAMAGE</b>.</li> </ul>

What is insured	What is not insured
6. Vandals or malicious people.	Loss or <b>DAMAGE</b> caused: <ul style="list-style-type: none"> <li>• by someone lawfully on the <b>PREMISES</b>,</li> <li>• after the <b>HOME</b> is left <b>UNFURNISHED</b> or <b>UNOCCUPIED</b> for more than 30 consecutive days.</li> </ul> The first €250 of each incident of loss or <b>DAMAGE</b> .
7. Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or <b>DAMAGE</b> caused after the <b>HOME</b> is left <b>UNFURNISHED</b> or <b>UNOCCUPIED</b> for more than 30 consecutive days. The first €500 of each incident of loss or <b>DAMAGE</b> .
8. Escape of oil from any fixed domestic heating installation.	Loss or <b>DAMAGE</b> caused after the <b>HOME</b> is left <b>UNFURNISHED</b> or <b>UNOCCUPIED</b> for more than 30 consecutive days. The first €500 of each incident of loss or <b>DAMAGE</b> .
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or <b>DAMAGE</b> caused by domestic pets. The first €250 of each incident of loss or <b>DAMAGE</b> .
10. Falling trees or branches.	The first €250 of each incident of loss or <b>DAMAGE</b> .
11. Falling aerials, aerial fittings, masts or dishes.	Loss or <b>DAMAGE</b> 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 <b>DAMAGE</b> .
12. Breakage of glass. Accidental breakage while in the <b>HOME</b> of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.	<b>DAMAGE</b> while any part of the <b>HOME</b> is lent, let or sub-let. Loss or <b>DAMAGE</b> caused: <ul style="list-style-type: none"> <li>• after the <b>HOME</b> is left <b>UNFURNISHED</b> or <b>UNOCCUPIED</b> for more than 30 consecutive days,</li> <li>• by vandals or malicious people lawfully on the <b>PREMISES</b>.</li> </ul> The first €250 of each incident of loss or <b>DAMAGE</b> .
13. Audio, TV and video equipment. Accidental <b>DAMAGE</b> while in the <b>HOME</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.	<b>DAMAGE:</b> <ul style="list-style-type: none"> <li>• while any part of the <b>HOME</b> is lent, let or sub-let,</li> <li>• caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown,</li> <li>• to records, audio, video or computer discs, tapes or cassettes,</li> <li>• to telephones or telephone equipment,</li> <li>• caused by computer viruses.</li> </ul> The first €250 of each incident of loss or <b>DAMAGE</b> .



What is insured	What is not insured
<p>14. Personal <b>MONEY</b>. Accidental loss of or accidental <b>DAMAGE</b> to <b>MONEY</b> belonging to <b>YOU</b> or a member of <b>YOUR FAMILY</b>, anywhere in the world, up to €400.</p>	<p>Loss of <b>MONEY</b> from the <b>HOME</b> while any part of the <b>HOME</b> is lent, let or sub-let, unless entry to or exit from the <b>HOME</b> is made using violence and force. Stealing of <b>MONEY</b> from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force. 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.</p>
<p>15. <b>CREDIT CARDS</b>. Financial loss arising from unauthorised use following loss or theft of <b>CREDIT CARDS</b> belonging to <b>YOU</b> or a member of <b>YOUR FAMILY</b>, up to €650.</p>	<p>Unauthorised use by a member of <b>YOUR HOUSEHOLD</b>. Liability following breach of the terms and conditions of use. Confiscation or detention by customs or other officials</p>
<p>16. Freezer <b>CONTENTS</b>. Deterioration of food or drink caused by:</p> <ul style="list-style-type: none"> <li>• a change in temperature of the domestic freezer or refrigerator in the <b>HOME</b>,</li> <li>• contamination by accidental escape of refrigerant or refrigerant fumes.</li> </ul> <p><b>WE</b> will pay for the cost of replacing food and drink unfit for human consumption.</p>	<p>Deterioration resulting from the deliberate act of the supply authority. Any consequence of strikes, labour or political disturbances.</p>
<p>17. <b>CONTENTS</b> in the open. The <b>CONTENTS</b> are insured while in the open within the boundaries of the land belonging to the <b>HOME</b> against loss or <b>DAMAGE</b> caused by events in paragraph 1 and paragraphs 3 to 11 of this section. The most <b>WE</b> will pay is €500.</p>	<p>Any loss, <b>DAMAGE</b> or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section. Plants and trees. Loss or <b>DAMAGE</b> due to wear and tear, rust or gradual deterioration. The first €250 of each incident of loss or <b>DAMAGE</b>.</p>
<p>18. <b>CONTENTS</b> temporarily removed. The <b>CONTENTS</b> are insured within the <b>GEOGRAPHICAL LIMITS</b> while temporarily removed from the <b>PREMISES</b> against loss or <b>DAMAGE</b> caused by:</p> <ul style="list-style-type: none"> <li>• the events insured in paragraphs 1 to 3 and 5 to 11 of this section,</li> <li>• stealing or attempted stealing from: <ul style="list-style-type: none"> <li>– a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b>,</li> <li>– within an occupied building, boat or caravan used for residential purposes or a building where <b>YOU</b> or a member of <b>YOUR FAMILY</b> are employed, engaged in <b>YOUR/their</b> business or temporarily living,</li> <li>– any other building provided entry to or exit from the building is made using violence and force.</li> </ul> </li> </ul>	<p>Loss or <b>DAMAGE</b> caused by storm, <b>FLOOD</b> or falling trees or branches while the <b>CONTENTS</b> are in transit or in the open. Property removed for sale or exhibition or to a furniture depository. Stealing of <b>MONEY</b>. Any loss, <b>DAMAGE</b> or amount shown as not insured under paragraphs 1 to 11 of this section.</p>

What is insured	What is not insured
<p>19. <b>HOUSEHOLD</b> removal.</p> <p>Accidental loss of or accidental <b>DAMAGE</b> to the <b>CONTENTS</b> while they are:</p> <ul style="list-style-type: none"> <li>• being moved by professional furniture removers to <b>YOUR</b> new <b>HOME</b> within the <b>GEOGRAPHICAL LIMITS</b>,</li> <li>• in temporary storage, for up to 7 days in a furniture depository.</li> </ul>	<p><b>MONEY</b>, gold or silver articles, jewellery or furs.</p> <p>Loss or <b>DAMAGE</b>:</p> <ul style="list-style-type: none"> <li>• if <b>YOU</b> have arranged other insurance,</li> <li>• not reported to <b>US</b> within 7 days of delivery to the new <b>HOME</b>.</li> </ul> <p>Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers.</p> <p>The first €250 of each incident of loss or <b>DAMAGE</b>.</p>
<p>20. Accidental loss of oil or metered water.</p> <p>Loss of:</p> <ul style="list-style-type: none"> <li>• oil from a domestic heating installation,</li> <li>• metered water, following accidental <b>DAMAGE</b> to the domestic water or heating installation.</li> </ul>	<p>Loss or <b>DAMAGE</b> 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 <b>DAMAGE</b>.</p>
<p>21. Title deeds.</p> <p>The cost of preparing new title deeds to the <b>PREMISES</b> if they are lost or <b>DAMAGED</b> by a cause insured under the events in paragraphs 1 to 11 of this section while in the <b>HOME</b> or while kept in <b>YOUR</b> bank for safe-keeping.</p> <p>The most <b>WE</b> will pay is €650.</p>	<p>Any loss, <b>DAMAGE</b> or amount shown as not insured under paragraphs 1 to 11 of this section.</p>
<p>22. Fatal Accidents.</p> <p>Fatal injury to <b>YOU</b> and/or <b>YOUR</b> spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> <li>• fire, accident or assault, in the <b>PREMISES</b>, provided death follows within 12 months of the injury.</li> </ul> <p>The maximum amount payable by <b>US</b> is €6,500 in respect of any one incident.</p>	
<p>23. Rent and alternative accommodation.</p> <p>If the <b>HOME</b> is made uninhabitable by <b>DAMAGE</b> from any cause insured by this section <b>WE</b> will pay for:</p> <ul style="list-style-type: none"> <li>• rent which continues to be payable by <b>YOU</b>,</li> <li>• the reasonable extra cost of comparable alternative accommodation if <b>YOU</b> occupy the <b>HOME</b>,</li> <li>• the reasonable cost of temporary storage of furniture,</li> <li>• the reasonable extra cost of temporary accommodation for domestic pets, but only during the period necessary to reinstate the <b>HOME</b> to a habitable condition.</li> </ul> <p>The work of reinstatement or repair must be done without delay.</p> <p>The most <b>WE</b> will pay under this paragraph is 20% of the sum insured by this section.</p>	
<p>24. Replacement of locks.</p> <p>The cost of replacing and fitting outside door locks to the <b>HOME</b> if the keys of such locks are stolen.</p>	<p>The first €250 of each incident of loss or <b>DAMAGE</b>.</p>
<p>25. Tenant's Liability</p>	<p>Excluded under this policy.</p>

What is insured	What is not insured
<p>26. Liability to domestic employees.</p> <p>Any amounts which <b>YOU</b> or a member of <b>YOUR FAMILY</b> become legally liable to pay as damages for <b>BODILY INJURY</b> to <b>YOUR</b> domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by <b>YOU</b> or a member of <b>YOUR FAMILY</b> in connection with <b>YOUR PREMISES</b> or any temporary residence within the Republic of Ireland.</p> <p>The most <b>WE</b> will pay for any one claim or number of claims arising from one cause is €2,600,000. (This includes all costs agreed by <b>US</b> in writing).</p> <p>Where <b>WE</b> agree to indemnify more than one party then nothing in this policy shall increase <b>OUR</b> liability to pay any amount in respect of one claim or series of claims in <b>EXCESS</b> of the amount stated above.</p>	<p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>BODILY INJURY</b> to any person employed by <b>YOU</b> or a member of <b>YOUR FAMILY</b> for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,</li> <li>• <b>BODILY INJURY</b> to any member of <b>YOUR FAMILY</b> or any other person permanently residing with <b>YOU</b>.</li> <li>• anyone who has entered into or works under a contract of service or apprenticeship with <b>YOU</b> in connection to <b>YOUR</b> business</li> <li>• any labour only subcontractor or anyone employed by them in connection to <b>YOUR</b> business</li> <li>• any self-employed person working for <b>YOU</b> in connection to <b>YOUR</b> business</li> <li>• anyone who is engaged under a work experience scheme or similar scheme</li> <li>• anyone who is hired or borrowed by <b>YOU</b> working for <b>YOU</b> under <b>YOUR</b> direct control and supervision in connection with <b>YOUR</b> business.</li> </ul>
<p>27. Liability to the public.</p> <p>Any amounts which <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b>:</p> <ul style="list-style-type: none"> <li>• as occupier of the <b>PREMISES</b> or any other building, boat or caravan used as temporary holiday accommodation,</li> <li>• as private individuals anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days.</li> </ul> <p>Become legally liable to pay as compensation for an accident occurring during the period of insurance which causes <b>BODILY INJURY</b> to any person or loss of or <b>DAMAGE</b> to property.</p> <p>The most <b>WE</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>US</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> would not otherwise have been under,</li> <li>• ownership of any land or building,</li> <li>• any business, profession or trade,</li> <li>• racing, hunting or playing polo,</li> <li>• wilful or malicious acts,</li> <li>• the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused,</li> <li>• the transmission of any communicable disease, by <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b>.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> <li>• aircraft (except toys and models),</li> <li>• mechanically propelled vehicles (except domestic garden implements used within the boundary of the <b>PREMISES</b>, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control),</li> <li>• any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,</li> <li>• watercraft (except toys and models), sailboards or hovercraft,</li> <li>• firearms (except shotguns or airguns used for sporting activities),</li> <li>• animals (except horses and pets which are normally domesticated in the Republic of Ireland)</li> </ul>

What is insured	What is not insured
	<p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> <li>• dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations,</li> <li>• horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>BODILY INJURY</b> to a member of <b>YOUR HOUSEHOLD</b> or any other person permanently residing with <b>YOU</b>, or to a person under a contract of service or apprenticeship with <b>YOU</b> or a member of <b>YOUR FAMILY</b>,</li> <li>• loss or <b>DAMAGE</b> to property owned or held in trust by or in the custody or control of <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> or any other person permanently residing with <b>YOU</b>,</li> <li>• the first €125 of each incident of loss or <b>DAMAGE</b> in respect of temporary holiday accommodation.</li> </ul>
<p>28. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>CONTENTS</b> in circumstances which have 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 <b>YOU</b> or a member of <b>YOUR FAMILY</b></p>	<p>Losses that can be recovered under another insurance.</p>

What is insured	What is not insured
<p>31. Extended accidental <b>DAMAGE</b>. The <b>CONTENTS</b> are insured while in the <b>HOME</b> against any accidental <b>DAMAGE</b> in</p>	<p><b>CONTENTS</b> lost in the <b>HOME</b>. <b>DAMAGE</b> to clothing (including furs), hearing aids, contact lenses, <b>MONEY</b>, stamps, coins or medals, food or drink. Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. <b>DAMAGE</b> caused by or arising from:</p> <ul style="list-style-type: none"> <li>• wear and tear or gradual deterioration,</li> <li>• gradually operating causes,</li> <li>• insects, parasites or vermin,</li> <li>• corrosion, fungus, mildew or rot,</li> <li>• atmospheric or climatic conditions, frost or the action of light,</li> <li>• alteration, repair, maintenance, restoration, dismantling, renovation or breakdown,</li> <li>• chewing, scratching, tearing or fouling by domestic pets or farms animals belonging to <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b>,</li> <li>• computer viruses,</li> <li>• any process of cleaning, drying, dyeing, heating or washing,</li> <li>• faulty design or workmanship or the use of faulty materials,</li> <li>• demolition, structural alteration or structural repair of the <b>BUILDINGS</b>.</li> </ul> <p>Any loss, <b>DAMAGE</b> or amount shown as not insured under paragraphs 1 to 13 of this section. The first €250 of each incident of loss or <b>DAMAGE</b>.</p>
<p>32. Domestic Employees. Loss or <b>DAMAGE</b> 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 <b>PREMISES</b> or while with <b>YOU</b> or <b>YOUR FAMILY</b> in any other domestic residence.</p>	<p>Any loss, <b>DAMAGE</b> or amount shown as not insured under paragraphs 1 to 11 of this section.</p>
<p>33. Jury Service. <b>WE</b> will pay up to €15 per day (up to a total of €450) for each day or part day attended at Court by <b>YOU</b> or <b>YOUR</b> spouse/partner.</p>	

## Settling claims

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

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

**WE** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or **DAMAGE** is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

The most **WE** will pay under paragraphs 1 to 13, 16, 19, 20 and 31 is the sum insured by this section but see the limitations on pages 51 & 52 with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **VALUABLE PROPERTY**.

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

## Index-linking

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

This adjustment will:

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

**We will not charge extra premium during the period of insurance but at the end of the period WE will calculate the renewal premium on the revised sum insured.**

## Section 8 (c) – ‘All Risks’

### Meaning of Words

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

### The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> and listed under any Item number in this section is insured against accidental loss or <b>DAMAGE</b> anywhere in the <b>GEOGRAPHICAL LIMITS</b> and elsewhere for 60 days in any one period of insurance if the schedule shows that <b>YOU</b> have selected this section.</p>	<p>Loss or <b>DAMAGE</b> 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 <b>YOU</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>
<p><b>Item 1 – Unspecified Personal Possessions</b> 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 <b>WE</b> 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><b>Special Automatic Cover:</b> Provided cover is operative under Section 8 (b) Contents, Paragraph 31 extended accidental <b>DAMAGE</b>, the Policy automatically includes cover under this item for unspecified personal possessions up to €1,300. The most <b>WE</b> will pay for any one article, set or collection under this automatic cover is €650.</p> <p><b>NOTE:</b> Under this special automatic cover, mobile phones are excluded.</p>	<p>Any article insurable under Sections: 8 (d) – Sports Equipment or 8 (e) Pedal Cycles.</p> <p><b>MONEY</b> 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 <b>DAMAGE</b>.</p>
<p><b>Item 2 – Specified Items</b> Specified items listed in the schedule.</p> <p>The most <b>WE</b> will pay is the sum insured for the individual items.</p>	<p>The first €50 of each incident of loss or <b>DAMAGE</b>.</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 51 – 52.

#### The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> and listed under any item in this section is insured against accidental loss or <b>DAMAGE</b> anywhere in the <b>GEOGRAPHICAL LIMITS</b> and elsewhere for 60 days in any one period of insurance if the schedule shows that <b>YOU</b> have selected this section.</p>	<p>Loss or <b>DAMAGE</b> 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><b>DAMAGE</b> 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 <b>YOU</b> 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 <b>WE</b> will pay is the sum insured for the individual items.</p>	<p>Loss or <b>DAMAGE</b> to:</p> <ul style="list-style-type: none"> <li>• angling tackle while being used for shark or tunny fishing,</li> <li>• shuttlecocks and balls in play. <b>DAMAGE</b> while in use to cricket bats, squash, badminton and tennis rackets, racket strings, golf clubs or skiing equipment.</li> </ul> <p>The first €50 of each incident of loss or <b>DAMAGE</b>.</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 51 – 52.

#### The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> and listed under any item in this section is insured against accidental loss or <b>DAMAGE</b> anywhere in the <b>GEOGRAPHICAL LIMITS</b> and elsewhere for 60 days in any one period of insurance if the schedule shows that <b>YOU</b> have selected this section.</p>	<p>This applies to all items of this section. Loss or <b>DAMAGE</b> 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 <b>YOU</b> 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 <b>WE</b> will pay is the sum insured for the individual items.</p>	<p>Lamps, tyres or accessories unless the pedal cycle is lost or <b>DAMAGED</b> at the same time.</p> <p>Loss or <b>DAMAGE</b> while the pedal cycle is being used for racing, pacemaking or trials.</p> <p>Theft of a pedal cycle outside the <b>HOME</b> unless from a locked building or immobilised by a security device.</p> <p>The first €50 of each incident of loss or <b>DAMAGE</b>.</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 51 – 52.

#### The cover

What is insured	What is not insured
<p>1. <b>WE</b> insure the property shown in the schedule belonging to or the legal responsibility of <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> against accidental loss or <b>DAMAGE</b> while:</p> <ul style="list-style-type: none"> <li>• in the Republic of Ireland and the United Kingdom including transit by sea,</li> <li>• in the continent of Europe for 60 days in anyone period of insurance including transit by sea.</li> </ul>	<p>This applies to both Items of this section.</p> <p>Loss or <b>DAMAGE</b> 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 <b>DAMAGE</b> while the caravan:</p> <ul style="list-style-type: none"> <li>• is let for hire or reward or used as a permanent residence,</li> <li>• is being used other than for social, domestic or pleasure purposes.</li> </ul> <p>Loss or <b>DAMAGE</b> by storm or <b>FLOOD</b> unless the caravan is anchored at each corner of the chassis by chains or wire hawsers to standard anchorage screws except:</p> <ul style="list-style-type: none"> <li>• when the caravan is being towed or is temporarily detached during the course of a journey,</li> <li>• when the caravan is laid up at the Insured's permanent residence either under cover or otherwise reasonably protected from high winds.</li> </ul> <p>Property more specifically insured or any amount that <b>YOU</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>The first €50 of each incident of loss or <b>DAMAGE</b>.</p>
<p>Item 1. The caravan and its equipment, including awnings, fixtures, fittings, furnishings and utensils, in or on the caravan.</p> <p>The most <b>WE</b> will pay is the sum insured by this item.</p>	<p><b>DAMAGE</b> to tyres by road punctures, cuts or bursts. Loss of or <b>DAMAGE</b> to awnings by storm or <b>FLOOD</b>.</p>
<p>Item 2. Personal possessions while in the caravan or awning or in the vehicle towing the caravan. The most <b>WE</b> will pay for any one article, set or collection is €130.</p> <p>The most <b>WE</b> will pay in total is the sum insured by this Item.</p>	<p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, stamps, coins, medals or <b>MONEY</b>.</p>
<p>2. <b>WE</b> will pay the reasonable cost of protecting and removing the caravan to the nearest specialist repairers if it is disabled through <b>DAMAGE</b> insured by this section.</p>	

What is insured	What is not insured
<p>3. <b>WE</b> will pay the reasonable cost of delivering the caravan after such repair to <b>YOUR HOME</b>.</p>	
<p>4. <b>WE</b> will pay the necessary cost of dismantling or removing the debris of the caravan if it is <b>DAMAGED</b> by an event insured by this section.</p> <p>The most <b>WE</b> will pay is 5% of the sum insured by paragraph 1, Item 1 of this section.</p>	
<p>5. Any amounts which <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> become legally liable to pay as compensation for an accident caused by, through, or in connection with, the caravan and its equipment, which results in <b>BODILY INJURY</b> to a person or loss of or <b>DAMAGE</b> to property.</p> <p>The accident must occur during the period of insurance.</p> <p>The most <b>WE</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>US</b> in writing.</p>	<p>Liability arising directly or indirectly from an agreement which imposes a liability which <b>YOU</b> or a member of <b>YOUR HOUSEHOLD</b> would not otherwise have been under.</p> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>BODILY INJURY</b> to a member of <b>YOUR HOUSEHOLD</b> or to a person under contract of service or apprenticeship with <b>YOU</b> or a member of <b>YOUR FAMILY</b>,</li> <li>• an accident caused directly or indirectly by a vehicle towing a caravan or by the caravan or its equipment while being towed.</li> </ul> <p>Liability while the caravan:</p> <ul style="list-style-type: none"> <li>• is let for hire or reward,</li> <li>• is being used other than for social, domestic or pleasure purposes.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of any trailer caravan whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>

## Settling claims

### Item 1

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

### Underinsurance

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

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

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

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

### Underinsurance

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

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

## Section 8 (g) – Boats

### Meaning of Words

#### Property

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

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

#### The cover

What is insured	What is not insured
<p>1. The <b>PROPERTY</b> is insured against accidental loss or <b>DAMAGE</b> while:</p> <ul style="list-style-type: none"> <li>• ashore,</li> <li>• in transit or afloat on inland and coastal waters of the <b>GEOGRAPHICAL LIMITS or Europe</b>.</li> </ul> <p>Item 1 The craft, trolley, life-jackets, buoyancy aids and water-skis. Item 2 The outboard motor. Item 3 The trailer.</p>	<p>The <b>EXCESS</b> shown in the schedule for each incident of loss or <b>DAMAGE</b> (except total loss or <b>DAMAGE</b> of the craft).</p> <p>Loss or <b>DAMAGE</b> 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 <b>DAMAGE</b> while the <b>PROPERTY</b>:</p> <ul style="list-style-type: none"> <li>• is let for hire or reward,</li> <li>• is being used other than for social, domestic or pleasure purposes.</li> </ul> <p>Stealing of gear and equipment unless entry or exit is made using violence and force or removal involves violence and force.</p> <p>Stealing of an outboard motor unless it is secured by an anti-theft device as well as its normal method of attachment.</p> <p>Stealing of a sailboard:</p> <ul style="list-style-type: none"> <li>• from a car roof rack unless the sailboard is secured by an anti-theft device as well as its normal method of attachment,</li> <li>• unless entry or exit is made using violence and force or removal involves violence and force.</li> </ul> <p>Loss or <b>DAMAGE</b> while the craft is left unattended at anchor or afloat on moorings (except as agreed by <b>US</b> in writing).</p> <p>Loss or <b>DAMAGE</b> to propellers while in use on craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.</p>
<p>2. <b>WE</b> will pay for all salvage charges and necessary expenses incurred in minimising or averting a claim under paragraph 1 of this section.</p>	

What is insured	What is not insured
<p>3. Any amounts which <b>YOU</b> or a member of <b>YOUR FAMILY</b> become legally liable to pay:</p> <ul style="list-style-type: none"> <li>• as compensation for an accident causing <b>BODILY INJURY</b> to a person or loss of or <b>DAMAGE</b> to property,</li> <li>• for the cost of any attempted or actual raising, removal or destruction of the wreck of the craft or any neglect or failure to do so.</li> </ul> <p>The accident must occur during the period of insurance and arise from the ownership or use of the property by <b>YOU</b> or a member of <b>YOUR FAMILY</b>.</p> <p>This paragraph applies equally to a person who, with <b>YOUR</b> permission, is navigating or in charge of the craft or being towed on water-skis by the craft.</p> <p>The most <b>WE</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>US</b> in writing.</p>	<p>Liability arising directly or indirectly from an agreement which imposes a liability which <b>YOU</b> or a member of <b>YOUR FAMILY</b> would not otherwise have been under.</p> <p>Liability:</p> <ul style="list-style-type: none"> <li>• for <b>BODILY INJURY</b> to workmen or others whom <b>YOU</b> employ for any reason in connection with the property,</li> <li>• occurring while the property is in transit by road,</li> <li>• occurring while a person is being towed or is preparing to be towed by the craft in connection with paragliding, hang-gliding, water-skiing or ski-kiteing or similar sports or after the person has been towed until safely aboard the craft again.</li> </ul> <p>Liability while the property:</p> <ul style="list-style-type: none"> <li>• is let for hire or reward,</li> <li>• is being used other than for social, domestic or pleasure purposes.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>

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

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

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

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

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

**Settling claims**

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

If **WE** take this option:

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

The most **WE** will pay:

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

## Conditions Applicable to Section 8 Farm Home

In addition to the General Conditions of the policy, these apply to Section 8 (a) to Section 8 (h)

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

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

## Exclusions Applicable to Section 8 Farm Home

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

Section 8 Farm Home does not cover:

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

## Other Clauses

Operative only if indicated in the schedule

### Clause HP51 – Security Alarm Clause

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

**YOU** have agreed that:

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

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

### Clause HH141 – Security Locks Clause

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

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

### Clause HP84 – Fire Cover only

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

### Clause HH124

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

### Clause HH125

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

### Clause HH126

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

### Clause HH152 – Voluntary Excess

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

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

### Clause HH153 – Voluntary Excess

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

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

# Customer Information

## Farm Safety

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

## Arson Prevention

Each year Insurance Companies pay out in **EXCESS** of €13,000,000 in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

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

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

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

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

## Storm Loss Prevention

To minimise **DAMAGE** from storms, **WE** suggest the following:

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

## Water Damage Prevention

There are various weather hazards which **YOU** cannot avoid, but against which **YOU** can protect **YOUR PREMISES**:

- lag pipes and water tanks wherever possible
- leave the underside of tanks free to ensure rising warmth can reach them
- replace washers on dripping taps



### **Burglary Prevention**

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

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

### **Liability Claims**

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

## 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](mailto: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](mailto:info@fspo.ie). Website: [www.fspo.ie](http://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](http://www.zurich.ie/privacy-policy).

## The Data we collect

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

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

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

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

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

## Data collected from third parties

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

## What we do with your Data

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

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

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

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

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

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

#### **Sharing of Data**

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

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

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

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on 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](http://www.zurich.ie/privacy-policy).

### **Automated Decision Making and Profiling**

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

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

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

### **Data subject rights**

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

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

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

### **Privacy Policy**

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

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

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



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

