

Farm  
insurance

an post  
insurance

## Policy booklet

One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. This Farm Insurance Policy is underwritten by AXA Insurance dac.



ROI August 2024

# Your Farm Insurance Policy



# Useful Numbers:

**AXA Sales/ Renewal/ Policy Queries:**

0906 435070

**24 Hour Claims**

01 8927142

**Domestic Home Emergency Assistance:**

0818 253347

**Environmental Liability claim:**

+353 1400 5550

**Legal Expenses claim:**

01 8652207

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# Welcome to AXA Farm Insurance.

This is your policy document. It is the contract we have made with each other. We know insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read this document carefully and if you have any questions, contact your Broker or your local AXA Insurance office.

# Your policy

## Your Policy

In return for **Your** premium, **We** agree to insure **You** against loss, destruction, damage and liability for the agreed period (or any subsequent period for which we accept a renewal premium).

The **Policy** and the **Schedule** that comes with it, are your contract based on your **Statement of Fact**.

On behalf of AXA Insurance dac,



Marguerite Brosnan

Chief Executive

AXA Insurance dac

Registered number 136155

Registered office Wolfe Tone House,

Wolfe Tone Street, Dublin 1.

## Important

**We** suggest **You** read this **Policy** and **Your Schedule** to make sure they meet **Your** needs. If **You** have any queries, please contact **Us** or **Your** Insurance Broker.

Check out **Caring For You** (our Complaints procedure) at the back of this document.

## The law applicable to this Policy

**Your** Insurer is AXA Insurance dac, established in Ireland. Together, **We** can choose the law to apply to this contract from any country in the European Union; **We** propose the Republic of Ireland.

## Guide to your policy:

**We** have designed your policy booklet to help **You** understand the cover provided. **You** will find the following headings on many pages:

### What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with 'What is not covered' at all times.

### What is not covered

Under this heading **we** draw your attention to what is not included in your policy

# General Definitions

The following words and phrases always have the following meanings in this document and will be in **bold** throughout the document.

## **AXA Insurance, Our, Us, We**

AXA Insurance dac.

This definition does not apply to Section 1D  
Emergency home assistance or Section 5C  
Environmental Liabilities.

## **You, Yourself, Your**

The person(s) or company named in the **Schedule**.

## **Policy**

The contract of insurance between **You** and **Us** based on the answers you have given to questions we have asked and/or the **Statement of Fact and / Proposal Form, Certificate of Insurance**, consisting of the **Schedule**, this policy document and any endorsements included.

## **Schedule**

The document which sets out **your** details, the dates of cover, the risk address, the sums insured, Limits of liability, the sections of the policy that apply and any excesses or endorsements. The schedule forms part of this **Policy**.

## **Statement of fact / Proposal form**

A written record of the information provided by **You**, or someone acting on **Your** behalf, in **Your** application for this **Policy**. It includes information provided in writing (including online) or spoken by **You** or by the person acting on **Your** behalf.

## **Business**

The agricultural business noted in the **Schedule** and

- (a) having and running a canteen, sports, social or welfare organisations for the benefit of Employees, plus fire, security, first aid, medical and ambulance services.
- (b) Private work carried out by employees, with **Your** consent, for any director or senior official of **Yours**.
- (c) maintaining, decorating and repairing Property at the **Premises** owned by **You** in connection with **Your** Business.

## **Money**

Current coins and bank notes, cheques, money orders and postal orders, premium bonds, saving stamps and certificates, current stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers and trading stamps.

## **Credit Cards**

Credit, charge, cheque, bankers or cash dispenser cards.

## **Family**

**Your** spouse, sibling, child or parent including any relations by law or adoption.

## **Household**

**Family** members and any lodgers, foster children, wards or employees for whom the insured home is their primary residence or they permanently reside with **You**.

## **Excess**

The amount of a claim not covered by this insurance and for which **You** are responsible.

## **Damage**

Accidental physical loss, destruction or damage.

## **Period of insurance**

Period from the start date to the expiry date shown in **Your Schedule**.

## **Injury**

Death, bodily injury, illness or disease.

## **Premises**

**Building, Farm Outbuildings** and its land occupied by **You** and/or the **Business**

## **Sum Insured**

The amount shown on the **Schedule** as the most **We** will pay for claims resulting from one incident.

## **Contingencies:**

Circumstances causing **Damage** that could give rise to a claim under this **Policy**.



# General Conditions and Exclusions



# General Exclusions of the Policy

## This Policy does not cover

### 1. Changes in Water Table Level

This **Policy** does not cover any **Damage** or loss caused by change in the water table level.

### 2. Electrical Plant

**Damage** to, or destruction of, any electrical plant or electrical appliance, such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure, or self-heating. Should fire **Damage** or destroy any other part of the plant, appliances or other Property Insured, it is not excluded by the **Policy**.

### 3. Genetically Modified Crops

This **Policy** does not cover loss, **Damage**, cost or, expense of any nature or any legal liability for **Injury** to third parties or **Damage** to property belonging to third parties caused by, resulting from, or in connection with:

- (a) the research into, testing, production or supply of any genetically modified crop or genetically modified organism, where liability may be attributed directly or indirectly to the genetic characteristics of the crop or organism.
- (b) the presence of such crop or organism, other than in feed products purchased for use as animal feed on the farm.

### 4. Heat Processes

Loss or **Damage** to property due to its undergoing any process necessarily involving application of heat.

### 5. Terrorism

Loss, **Damage**, cost, or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) 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
- ▶ 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**. In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

#### Definition – Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence or **Damage** to property and or threat thereof by any person 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, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public.

### 6. Northern Ireland Exclusion

Loss, destruction or **Damage** in Northern Ireland through:

- (i) riot, civil commotion, and (except in respect of loss or **Damage** by fire or explosion) strikers, locked-out workers, or people taking part in labour disturbances, or malicious people.
- (ii) Terrorism as defined in the Terrorism Exclusion.

In any action, suit or other proceedings where **We** decide, by reason of this definition, loss or **Damage** isn't covered by this **Policy**, the burden of proving that it is covered is on **You**.

### 7. Pollution and Contamination (not applicable to Section 5 – Liabilities)

This **Policy** does not cover loss, destruction, **Damage**, consequential loss or liability caused by pollution or contamination except (unless otherwise excluded), destruction of or **Damage** to the property caused by:

- (a) pollution or contamination, itself resulting from a **contingency** insured against.
- (b) any contingency insured against, that itself results from pollution or contamination.

## 8. Pressure Waves

Loss, destruction or **Damage** directly caused by pressure waves from aircraft travelling at sonic or supersonic speeds or other supersonic aerial devices.

## 9. Requisition or Confiscation of Property

Loss or **Damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority or any Local Authority.

## 10. War and Nuclear Risks

Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from

- (1)(i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (ii) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component. Thereof regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having been used for

- (a) The generation of nuclear energy; or
  - (b) The production, use or storage of nuclear material
- (2) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power regardless of any other cause contributing concurrently, or in any other sequence to the loss.

## 11. Penalties and fines

This **Policy** does not cover any penalties or fines incurred by **You**.

## 12. Fraud and dishonesty exclusion

**We** will not cover **Damage** which results from acts of fraud or dishonesty by **You, Your Employees** or any other person who is responsible for the property, or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim.

## 13. Electronic risks exclusion

Notwithstanding any provision to the contrary within this policy, **We** will not cover **You** for any liability, loss, **Damage**, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- (i) **Damage** to or the destruction of or loss of use of or reduction in functionality of any computer systems; or
- (ii) any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of electronic data.

In each case whether **Your** property or not, where any circumstance as set out in (i) and/ or (ii) above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a virus or similar mechanism or hacking or phishing or a denial of service attack, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

**We** will also not cover **You** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer systems or electronic data; or
- (ii) any partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any computer systems and/or electronic data.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This exclusion is not applicable to claims under the Employer's Liability section of this **Policy**.

Additional Definitions are:

### Computer systems

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the **You** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

**Denial of service attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

**Electronic Data**

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Hacking**

Unauthorised access to any computer systems, whether **Your** property or not.

**Phishing**

Any access or attempted access to electronic data made by means of misrepresentation or deception.

**Virus or similar mechanism**

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

**14. Business Failure**

The cover under this **Policy** will automatically cease if the **Business** is wound up, carried on by a liquidator or receiver, or permanently discontinued.

**15. Defective materials and undamaged items exclusion:**

**We** will not cover the costs and expenses for repair or replacement of any defective materials or undamaged items.

**16. Date Recognition**

N.B. – not applicable to sections 2, 5B and 6A where these sections operate.

Any claim caused by, contributed to by, or from the failure of any computer or other equipment, data processing service, microchip, microprocessor, integrated circuit, embedded chip, or similar device, computer software program, process, or any other electronic system, any design or advice in connection with them, irrespective of ownership, possession or use:

- (i) Incorrectly recognising any date as its true calendar date.
- (ii) failure to capture, save or retain and/or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date as other than the true calendar date.
- (iii) failure to capture, save or retain, correctly process any data as a result of the operation of any command that has been programmed into any computer software that causes the loss of data or the inability to capture save, retain or correctly process data on or after any date.

**17. Communicable Diseases**

**We** will not cover liability arising from the transmission of any contagious disease or virus.

# General Conditions of the Policy

**You** must comply with the following conditions to have the full protection of your **policy**.

If **You** do not comply then **We** may at our option take one or more of the following actions

- (i) Cancel **Your policy**
- (ii) Declare **Your policy** void (treating **Your Policy** as if it had never existed)
- (iii) Change the terms of **Your Policy**
- (iv) Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of this **Policy**.

If **You** are unsure about any of these conditions or whether you need to notify **Us** about any matter, please contact **Us**.

Where **Your Policy** contains conditions that specify circumstances whereby non-compliance at the time of loss will mean that **You** will not receive payment for a claim.

**You** will be covered, and **We** will pay **Your** claim, if the non-compliance with that condition could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred.

## 1. Change in risk condition

**You** must tell **Us** as soon as possible during the **Period of Insurance** of any change

- 1. to the **Business**.
- 2. in the person, firm, company or organisation shown in your **Schedule** as the **Insured Person/ Company**
- 3. to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your** policy.

Any change that was not within the reasonable scope of the agreed **Business** may not be accepted by **Us** and claims may not be paid. In this case **Your Policy** will come to an end from the date of the change unless **We** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **Your** policy if it is deemed to change the scope of the agreed contract. If **You** wish to make any alteration to your policy **You** must disclose any change to the information you previously provided or any new information that could affect this insurance. If **we** accept any variation to **Your** policy, an increase in the premium or different terms or conditions of cover may be required by **Us**.

## 2. Mediation

If there is a dispute, controversy or claim between **You** and **Us** under this policy in respect of

- (a) the interpretation or application of any provision of The Contract of Insurance
- (b) **Our** liability under The Contract of Insurance to pay a claim made by **You**
- (c) (the amount (if any) **We** offer to pay for a claim or
- (d) any other matter relating to The Contract of Insurance

Should **We** fail to resolve a dispute we may jointly agree with **You** to refer the dispute for mediation. If **You** wait more than a year to do this, you will be considered to have abandoned **Your** claim and **You** cannot take it up again.

## 3. Cancellation

- (a) **We** can cancel **Your** policy at any time during the **Period of Insurance** by giving 14 working days written notice to your last known address. Where **Your** policy is cancelled **We** will refund part of the premium paid, proportionate to the unexpired **Period of Insurance** following cancellation.
- (b) **You** can cancel the **Policy** within 14 working days of the date of the first **Period of Insurance** which is the "cooling off period".

If **You** cancel during the cooling off period, **You** will be entitled to a full return of the premium paid provided:

- (i) no claims made under the **Policy** where **We** have made a payment.
- (ii) no claims made under the **Policy** that are still under consideration.
- (iii) no incidents likely to give rise to a claim but not yet reported to **Us**.

**You** may also cancel your policy at any other time during the **Period of Insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **Period of Insurance**.

- (c) **We** can cancel **Your Policy** immediately, without giving **You** notice if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **Period of Insurance**, the annual premium remains due in full.

**We** will only refund premium provided that no claim has been paid or is outstanding in the current **Period of Insurance**. Cancellation of **Your Policy** will not affect any claims or rights **You** or **We** may have before the date of cancellation.

- (d) **We** do not have to offer renewal of **Your** policy and cover will cease on the expiry date.

#### 4. Contribution (other Insurance)

If **You** have another insurance policy that covers loss, **Damage** or liability at the time of any loss, **Damage** or liability covered by this Policy, **We** will only be liable for **Our** proportional share.

#### 5. Contractual duties and proportionate remedies

**You** have a duty prior to the start of your policy, prior to any variation made during the **period of insurance** and prior to each renewal, to respond to all questions posed by **Us** with complete honesty and with reasonable care.

If **You** respond to the questions posed by **Us** in a negligent manner, without complete honesty and/or reasonable care, then **We** can elect one of the following remedies:

- a **We** will avoid the contract and refuse all claims, if **We** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or
- b **We** will treat your policy as if it had included the different terms (other than payment of the premium) that **We** would have imposed had you responded honestly to the questions posed to **You**; or
- c **We** will reduce proportionately any amount paid or payable in respect of a claim under **Your** policy using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had **You** responded honestly to questions posed to **You** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable

If **You** have fraudulently responded to any of **Our** questions or have been involved in any fraudulent activity, relative to this contract, **We** will void this contract from the start of the **Policy**. If there is an active claim, this too will be avoided.

#### 6. Instalments Clause

If the premium is payable by instalment and **You** don't pay each instalment on the due date, all cover under the **Policy** is cancelled automatically from the date the instalment was due.

If the premium on this **Policy** is payable in instalments and during the current **Period of Insurance**:

- ▶ a claim has been made under the **Policy** that **We** have made a payment,
- ▶ a claim has been made under the **Policy** is still under consideration,
- ▶ an incident has occurred likely to give rise to a claim but not yet reported to **Us**,

the annual premium remains due in full. In such cases, monthly collections must continue, or a one-off payment agreed to settle the outstanding amount.

If a one-off payment is not made, **You** must continue to pay instalments. Alternatively, **We** may deduct any outstanding instalments from any claim that is due to **You** or payable on **Your** behalf.

Any instalment payments taken before notification of cancellation of the instalment plan will be kept.

Any refund of premium will be taken in regard to any collections taken between the time of notification and cancellation.

#### 7. General Claims conditions

##### Claims – Your Duties

If something happens that might lead to a claim, **You** must:

- (a) General – Applicable to all Sections;
  - (i) notify **Us** as soon as possible.
  - (ii) take all practical steps to recover lost property and otherwise minimise the claim.
  - (iii) inform An Garda Siochana as soon as possible if the loss or **Damage** has been caused by thieves, malicious people, or vandals or by riot, civil commotion, strikes, or labour disturbances.
  - (iv) give all information and assistance to **us** and **Our** service providers that may be requested.
  - (v) not make, or allow to be made on **Your** behalf, any admission, offer, promise payment of indemnity without **Our** written consent.
  - (vi) immediately send **Us** any letters and documents **You** receive in connection with the event without replying to them.



(b) Applicable to Sections 1, 3, & 6

Within 30 days (or longer if **We** agree in writing) send all details, proofs and information regarding the cause and amount of loss or **Damage** with details of any other insurances on any property insured by this **Policy** and (if requested) a statutory declaration of the truth of the claim and any related matters.

(c) Applicable to Section 5(c)

Immediately contact contact the Appointed Loss Adjuster for this section – Telephone +353 1400 5550

(d) Applicable to Section 5

- (i) **You** must also immediately send **Us** any letters and documents you receive in connection with the event without replying to them.
- (ii) Advise **Us** immediately they have knowledge of any pending prosecution inquest or Fatal Accident Inquiry.

**Claims retention**

Where **We** agree to pay your claim and the settlement amount is less than €40,000 **We** reserve the right to withhold up to a maximum of 5% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by **AXA**.

Where **We** agree to pay **Your** claim and the settlement amount is €40,000 or more, **We** reserve the right to withhold up to a maximum of 10% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by **AXA**.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement **We** undertake to write to remind **You** of the unclaimed retention and **AXA**'s requirements to release this payment. If **We** do not hear back from **You**, **We** will issue a final reminder and if **We** do not receive a response, **We** will close the claim file.

**8. Reasonable care condition**

**You** must take reasonable steps to

- (a) Prevent or protect against injury, loss or **Damage**
- (b) keep **Your Premises**, machinery, plant and equipment and all other property insured in good condition and in full working order
- (c) remedy any defect or any danger that becomes apparent, as soon as possible.
- (d) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority If required by **Us**, **You** must allow

access to **Your Premises** and/or activities of **Your Business** to carry out inspection or survey. **You** must complete any risk improvements that **We** ask for, within a reasonable period of time advised by **Us**.

**We** will not pay **Your** claim where **You** have not complied with this condition.

**9. Surveys, Risk Improvements and Additional Information**

This **Policy Document, Statement of fact** and/or declaration made by **You**, and the **Schedule**, should be read together and form the Contract of Insurance between **You** and **Us**. **We** have the right to conduct a survey of **Your Premises** for assessment or risk control.

If **Your Schedule** indicates that this **Policy** has been issued subject to certain survey(s) being undertaken, **You** will, within a reasonable time, allow **Us** to access any location **We** might need to conduct those survey(s). If **We** are not able to carry out a survey within a reasonable time, **We** could void, cancel, suspend or alter the terms of this **Policy**, or increase the premium.

If any survey or additional information reveals something that changes **Our** assessment of risk for the worse, **We** could avoid, cancel, suspend or alter the terms of this **Policy** or increase the premium. **We** will communicate any such actions to **You** in writing.

**10. Our Right**

**We** are entitled in the event of any loss or **Damage**:

- (a) to enter any building where loss or **Damage** has occurred, and to take and keep possession of the Property Insured, and to deal with salvage in a reasonable manner, and this **Policy** is proof of leave and licence for such purpose, but the property may not be abandoned to **Us**
- (b) to either
  - (i) **Repair** or replace the property or any part of the property insured under this **Policy**
  - or
  - (ii) make payment in money to **You** in lieu of **Repair** or replacement, Reinstatement as nearly as is reasonably practical will be considered a complete indemnity under this **Policy**.  
to undertake in **Your** name and on **Your** behalf, the absolute conduct, control and settlement of any proceedings and to take proceedings at **Our own** expense for **Our own** benefit, but in **Your** name, to recover compensation or secure an indemnity from any third party in regard to anything covered by this **Policy**.

## 11. Sanctions Condition

**We** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations, of the European Union, United Kingdom or United States of America.



**SECTION 1**

---

**Private  
Dwelling  
House**



# Meaning of Defined Terms

## Buildings

The house, bungalow, apartment, flat, or maisonette specified in the **Schedule**, including its outbuildings and garages, all used for domestic purposes as per the **Schedule**, built of brick, stone or concrete and roofed with slates, tiles, concrete, or other incombustible materials (or as accepted by **Us**).

And the following if they form part of its property:

- (a) **Domestic Outbuildings**, domestic greenhouses, tennis hard courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking, solar panels and septic and oil tanks, interior decorations.
- (b) landlord's fixtures and fittings, all on **Your** farm at the address in the **Policy Schedule**.

But excluding stables, garages, outbuildings, fences and gates used for farming or any other business.

## Contents

**Your** home's Goods and **Personal Belongings** of every description, while in the **Buildings** and which belong to or are **Your** responsibility, or any member of **Your Family**, or **Household**. It excludes documents, securities, deeds, bonds and medals, coins, credit cards, money, caravans or vehicles (other than lawnmowers), water craft (or parts or accessories of any of them), **Livestock** and horses used for farming, as well as utensils and property that's specifically insured.

## Personal belongings

Clothes (excluding furs) and personal items worn, used or carried, as well as portable electronic devices and sports equipment. It doesn't include valuables or **Money**.

## Domestic Outbuildings

Sheds, greenhouses, summerhouses and other Buildings (excluding caravans, mobile homes or motor homes) that are not part of the main home, but used for domestic purposes.

## Unoccupied

Wholly unoccupied, mainly unoccupied or not in use as a private dwelling/home by **You** or **Your** tenants for more than 30 consecutive days.

## Unfurnished

Does not contain enough furniture for normal living purposes.

## Valuables

Jewellery, gold items, silver or other precious metals, watches, furs, cameras, pictures and other works of art, stamp collections, coins, medals or objects valued as curiosities.

## Sum Insured

The amount shown on the **Schedule** as the most **We** will pay for claims resulting from one incident.

## Home office furnishings

Limited to office furnishings, office equipment including documents and computer equipment, (but excluding any **Money**, postal and money orders, cheques, travel tickets, and stamps).

# 1A Home Dwelling and Contents

## Limits of liability

### Buildings

**We** will not pay more than the **Building Sum Insured** shown on the **Policy Schedule**.

### Contents

**We** will not pay more than the **Contents Sum Insured** shown on the policy schedule. In addition **we** will apply a limit of:

- ▶ 10% of the contents **Sum Insured to Contents** kept in any domestic outbuilding or garage belonging to the home
- ▶ 5% of the **Contents Sum Insured** or €5000, whichever is greater, will apply to any one valuable and up to one third of the **Contents Sum Insured** for any one claim for valuables (unless these valuables are insured separately).

### All Risks

**We** will not pay more than the **Sum Insured** shown on the **Policy Schedule**. If **You** have chosen unspecified cover, the limit for any one item is €1,300.

### Excess:

**We** will not pay the first €250 of any claim (unless otherwise shown on the **Policy Schedule**) in respect of all **Contingencies** covered under section 1A Home Dwelling and contents.

## Buildings, Contents and Home office furnishings

**We** will pay for loss of, or **Damage to Your Buildings, Contents and Home Office Furnishings** caused by any of the following **Contingencies**:

✓ What's covered	✗ What's not covered
<p>(a) Fire, Explosion, Lightning, or Earthquake.</p> <hr/> <p>(b) Aircraft, or other aerial devices, or anything dropped from them.</p> <hr/> <p>(c) Smoke.</p>	<p>i. Smog, any gradually operating cause or process, agricultural forestry, or industrial operations.</p>



## What's covered

(d) Storm, or Flood.

(e) Falling Trees or Branches.

(f) Falling Aerials, Masts or Satellite Dishes, including damage to these.

(g) Impact by any road vehicle, train or anything dropped from them, or animals.

(h) Subsidence or Heave of the site on which the **Buildings** stand, or Landslip.



## What's not covered

- i. Frost or storm damage to fences, decks, hedges, and gates.
- ii. Subsidence, heave, or landslip
- iii. Due to wear and tear, or anything which happens gradually.
- iv. Felt roofs over 5 years (unless you can prove that the roof has been inspected by a professional builder every 3 years).

- i. Due to tree felling or lopping operations
- ii. The cost of removing fallen trees or branches, unless it forms part of a valid claim.
- iii. Loss or **Damage** to gates walls decks and fences, unless the home is damaged at the same time.

- i. Aerials and masts over 15 metres in height, unless otherwise stated in this policy.

- i. **Damage** to **Contents**, unless the **Buildings** are damaged by the same cause.

- i. **Excess** of €5,000 of any claim for **Damage** to **Buildings**.
- ii. Loss due to the bedding down of any structures, settlement of made up ground, land filled sites, coastal riverbank or lake bank erosion.
- iii. Loss due to solid floors or floor slabs moving, unless the foundations of the outside walls are **Damaged** at the same time and by the same cause.
- iv. Structural alterations, demolition, repairs, or extensions to the home.
- v. **Damage** to boundary walls, fences, hedges, gates, decks, footpaths, driveways, terraces, tennis courts, patios, service tanks, sewers and swimming pools, unless the **Buildings** are damaged at the same time by the same cause.
- vi. Loss or **Damage** due to the use of faulty materials, faulty workmanship, faulty design, faulty or inadequate drains, drainage systems, inadequate foundations.
- vii. Caused by subsidence or ground heave of the site where the **Buildings** stand, or landslip, from hiring experts or contractors other than those carrying out emergency work without **Our** permission. **We** will have to agree to **You** hiring them, and **We** have the right to choose experts from **Our** own panel.



## What's covered

- (i) Escape of water or oil from, or frost damage to, any fixed water or heating installation, washing machine, dish washer, fridge freezer, fish tank or water bed.

- (j) Theft or attempted theft.



## What's not covered

- i. Buildings if **Unfurnished** or **Unoccupied**.
  - ii. Any fixed water or heating installation, washing machine, or water bed due to wear and tear, depreciation or deterioration, or anything that happens gradually.
  - iii. Water leaking from shower units and baths through seals and grouting.
  - iv. The part of the appliance where the water leaks.
  - v. Escape of water from a drain, which leads to subsidence, heave or landslip.
  - vi. Pollution or oil spillage if you hire any experts or contractors other than those carrying out emergency work.
  - vii. **Excess** of €500 for any claim for **Damage to Buildings** or **Contents**.
  - viii. Loss or damage caused by pollution or oil spillage if **You** hire any experts or contractors other than those carrying out emergency work without **Our** permission. **We** will have to agree to **You** hiring these experts or contractors, and we have the right to choose experts from **Our** own panel.
- i. Where the **Buildings** are **Unoccupied**.
  - ii. **Money** or stamps while the **Buildings** are occupied by paying guests are let or sublet or shared or used for business purposes unless there is forcible and violent entry.
  - iii. Where the property is bought from **You** by anyone using any form of payment that proves to be fake, fraudulent, invalid, or uncollectable for any reason.
  - iv. Theft from the open.
  - v. Theft from mechanically-propelled vehicles.



## What's covered

(k) Riot, civil commotion, labour or political disturbances, strikes, vandalism, or malicious acts.

(l) Accidental damage to **Your Buildings**.



## What's not covered

- i. Boundary walls, fences, gates, decks, footpaths, driveways, terraces, tennis courts, patios and swimming pools.
  - ii. If the Buildings are **Unfurnished** or **Unoccupied**.
  - iii. Vandalism or malicious acts carried out by someone legally allowed to be on the premises.
- 
- i. Specifically excluded under the **Buildings** Section.
  - ii. Frost.
  - iii. Due to wear and tear, gradual deterioration, modification of flavor, color, structure, corrosion, damage due to dust or humidity or caused by mould, vermin, insects fungus, wet or dry rot.
  - iv. Chewing, scratching, tearing or fouling by domestic animals.
  - v. Mechanical or electrical breakdown.
  - vi. Something specifically covered somewhere else in this **Policy**.
  - vii. Altering or extending the **Building**, or the cost of maintenance, or routine decoration.
  - viii. Because of faulty workmanship faulty design or using faulty materials.
  - ix. While any **Building** is **Unoccupied** or **Unfurnished**.



## What's covered

- (m) Accidental **Damage** to Your **Contents**.  
**We** will cover accidental loss or **Damage** to your **Contents** in the **Building** insured.



## What's not covered

- i. **Damage** specifically excluded under this section.
- ii. **Damage** covered elsewhere in this **Policy**.
- iii. Wear and tear or anything that happens gradually, weather (other than storm or flood), vermin, insects, fungus, wet or dry rot, damp, frost, action of light, manufacturing faults, scratching, chipping, denting, corrosion or rust.
- iv. Loss in value or consequential loss:
  - a. by chewing, scratching, tearing, or fouling by domestic animals.
  - b. by mechanical or electrical breakdown.
  - c. because of faulty workmanship faulty design or using faulty materials.
  - d. caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or any article while being worked on.
  - e. caused by settlement or shrinkage.
  - f. caused deliberately by any member of **Your Family** or **Household**.
  - g. to contact lenses, hearing aids or dentures.
  - h. to food, drink or plants.
  - i. to items of glass, china, porcelain, earthenware or stone (or other things of a similar brittle material).
  - j. to jewellery or watches.
  - k. while any **Building** is **Unoccupied**.

# 1A (i) Extensions of Your Building Cover

 What's covered	 What's not covered
<p><b>(a) Door Locks replacement</b></p> <p><b>We</b> will pay the replacement costs of external doors within the <b>Building</b> structure, or domestic safe, or intruder alarm protecting the home (up to a maximum of €750 any one claim), where the keys of these locks have been stolen from the home.</p> <hr/> <p><b>(b) Fire Brigade Charges</b></p> <p><b>We</b> will cover 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 effect the <b>Property</b> insured.</p> <p>The maximum amount payable is €15,000 in any one period for Sections 1, 2 + 3 combined.</p> <hr/> <p><b>(c) Alternative Accommodation</b></p> <p>If the <b>Buildings</b> are made uninhabitable by any of the <b>Contingencies</b> (a) to (k) above then <b>We</b> will pay for any loss of rent, along with reasonable additional expenses necessarily incurred by <b>You</b> for alternative comparable accommodation, but only for as long as it is necessary to make the <b>Buildings</b> habitable up to a maximum total benefit of 15% of the <b>Buildings' Sum Insured</b>.</p> <hr/> <p><b>(d) Trace and Access</b></p> <p><b>We</b> will pay up to €750 for necessary and reasonable costs that you incur in finding the source of any water leak causing <b>Damage</b> which is covered under contingency (i) escape of water. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.</p>	<p>The cost of replacing keys and locks to a garage or <b>Domestic Outbuilding</b>.</p> <hr/> <p><b>We</b> will not cover the costs of repair of the source of the <b>Damage</b> unless the <b>Contingency</b> is covered elsewhere in this <b>Policy</b>.</p>



**What's covered****(e) Purchaser's Clause**

If **You** should enter into a contract to sell **Your** interest in the **Buildings**, and between exchanges of contracts and completion of sale the **Buildings** are **Damaged** by any **contingency**, then, the purchaser shall be entitled to the benefit from this insurance in respect of such **Damage** when the sale is completed provided the **Buildings** are not insured already by them.

**(f) Architects', Surveyors', Legal and other Fees/Removing debris**

If there is loss or **Damage** to **Your Buildings**, which is covered under this Section, **We** will pay for:

- (a) the reasonable cost of removing debris.
- (b) the reasonable extra cost of reinstating the **Building** to keep to legal regulations or local authority bye-laws.

**We** will decide whether or not **You** require the services of an architect, a surveyor, a consulting engineer or any other expert to help in the repair or reinstatement of the **Building**. **We** will select the expert and pay their reasonable fees.

The most **We** will pay for any one claim is 10% of the **Building Sum Insured**.

**(g) Damage to Underground Services**

**We** will pay for accidental **Damage** to service pipes, cables and underground tanks, and drain inspection covers for which you are responsible, and which service the **Buildings**.

**(h) Breakage of glass**

**We** will pay for accidental breakage of fixed glass in windows, doors, bathroom fittings and sanitary ware.

**What's not covered**

**We** will not cover any cost for keeping to requirements or regulations, resulting from a notice served on **You**, or anyone leasing or renting the **Buildings**:

- i. before the destruction or **Damage** happened or
- ii. for the undamaged parts of the **Building**.

**We** will not pay for any expert engaged by **You**.

**We** will not cover any costs or expenses for preparing any claim.

**We** will not cover loss or **Damage**:

- i. unless the septic tank is operated in accordance with the manufacturers guidelines
- ii. covered by a manufacturer, supplier, installer or repairer guarantee or warranty
- iii. resulting from any maintenance, routine repair, clearing or emptying of any septic tank
- iv. arising from faulty workmanship, faulty design or using faulty materials;
- v. to drains serving **your** home which are not **your** legal responsibility.
- vi. whilst the home is undergoing any structural repairs, alterations or extensions;
- vii. while the home is left **Unoccupied** or **Unfurnished**.

- i. Hand mirrors.
- ii. When the **Buildings** are **Unfurnished** and **Unoccupied**.
- iii. Caused by any process of repair replacement or alteration.
- iv. **Damage** to property not in the building.
- v. Any property more specifically insured by **You** or on **Your** behalf.

# 1A (ii) Extensions to your contents cover



## What's covered

### (a) Deeds and documents

**We** will cover loss or **Damage** by **Contingencies** (a) to (k) to **Contents Deeds** and **Documents** temporarily removed from the home, while anywhere in Ireland, United Kingdom, Isle of Man or Channel Islands, for not more than 20% of the **Contents Sum Insured** or €1000, whichever is the lesser.

### (b) Visitors and employees effects

**We** will cover loss or **Damage** by **Contingencies** (a) to (k) to the **Personal Belongings** of your visitors and domestic employees while in the **Building**. The most **We** will pay for any one claim is €1,500.

### (c) Household removal

**We** will cover loss or damage by **Contingencies** (a) to (k) to **Contents** being transported from the **Buildings** for permanent removal to another home in Ireland, United Kingdom, Isle of Man, or the Channel Islands. The removal must be carried out by professional contractors and must take no longer than 48 hours.

### (d) Frozen foods

**We** will cover loss of or **Damage** to food in any refrigerator or deep-freeze cabinet caused by a rise or fall in temperature, or contamination by refrigerant or refrigerant fumes.

The refrigerator or deep-freeze cabinet must be:

- (a) in **Your** Buildings or **Domestic Outbuildings** and
- (b) owned by **You** or **Your** responsibility.

The most **We** will pay for any one claim under this Section is €750.



## What's not covered

Loss or **Damage** which is:

- i. to china, glass, earthen ware and brittle items.
- ii. not reported, within 72 hours of the **Contents** being delivered to **Your** new home.
- iii. due to theft from an unattended vehicle.
- iv. due to **Contents** being in storage, away from the removal vehicle.
- v. to **Money** or **Valuables**.

Loss or **Damage** caused by:

- i. a deliberate act of the supply authority.
- ii. strike, lock-out or industrial dispute.
- iii. Due to wear and tear, gradual deterioration, modification of flavor, color, structure, corrosion, damage due to dust or humidity or caused by mould, vermin, insects.



## What's covered

**(e) Contents temporarily removed from the home**

**We** will cover loss or **Damage** by **Contingencies** (a) to (k) to **Contents** temporarily removed from the home while anywhere in Ireland, the United Kingdom, the Isle of Man, or the Channel Islands, for no more than 20% of the **Contents Sum Insured**.

**(f) Christmas gifts**

**We** will automatically increase the **Sum Insured** in respect to **Contents** by 20% during the month of December to cover Christmas gifts.

**(g) Weddings**

**We** will automatically increase the **Sum Insured** in respect to **Contents** by 20% to insure wedding gifts for one month before, and one month after, **Your** wedding day, or a member of **Your Family**.

**(h) Accidental loss of Oil**

**We** will cover loss of domestic heating oil, up to a maximum of €750 on any one claim.

**(i) Credit Cards**

**We** will pay a maximum of €1500 for which **You** become legally liable to pay, as a result of the loss of, or misuse of, **Credit Cards**.

**(j) Money**

**We** will pay a maximum of €750 in respect of accidental loss of **Money** belonging to **You** or a member of **Your Family**

- (a) anywhere in Europe.
- (b) anywhere in the world for up to 60 days, during any one **Period of Insurance**.

**(k) Property in the open**

Loss or **Damage** by **Contingencies** (a) to (m) to **Contents** in the open but within the boundaries of the home.

The most **We** will pay for any one claim is €750.



## What's not covered

Loss or **Damage**:

- i. by storm or flood to property not in a **Building**.
- ii. by frost.
- iii. by **Theft** not involving force, and violence used to get into or out of a **Building**.
- iv. while the **Contents** are removed for sale or exhibition or to storage.
- v. to **Valuables**.

- i. loss due to non-compliance with the conditions of the company issuing the **Credit Cards**.
- ii. loss arising after the authority issuing the card has received notice of a loss.
- iii. loss arising from unauthorised use by a member of **Your Family or Household**.

- i. loss due to mistakes, neglect or poor accountancy.
- ii. loss in value.
- iii. losses not reported to the An Garda Síochana, within 24 hours of discovering the loss.
- iv. customs or other officials legally taking, or holding **Your Money**.

Loss or **Damage** to:

- i. **Valuables** and **Money**.
- ii. any plant, shrub or tree.
- iii. pedal cycles.

**What's covered****(l) Jury Service**

**We** will pay a benefit of €20 per day (up to a total of €750), for each day or part day attended at Court by **You** or **Your** spouse, as long as **You** give **Us** satisfactory written proof of **Your** jury service.

**(m) Death Benefit**

**We** will pay a benefit of €30,000 (in the aggregate in any one period of insurance), in the event of **Your** death or that of **Your** spouse occurring within three months of an injury sustained in the **Buildings** by Fire or Thieves. If more than one person is named as Policyholder, the benefit will be divided equally between the persons named.

**(n) Glass Breakage**

**We** will pay for accidental breakage of fixed glass in windows, doors, plate glass, tops to furniture, fixed glass in furniture, glass shelves, ceramic hobs, mirrors, bathroom fittings and sanitary ware.

**What's not covered**

- i. Hand mirrors.
- ii. When the **Buildings** are **Unfurnished** and left **Unoccupied** for more than 30 consecutive days.
- iii. Caused by any process of repair replacement or alteration.
- iv. **Damage** to property not in the building.
- v. Any property more specifically insured by **you** or on **your** behalf.

# 1B All Risks: Belongings and Valuables

This cover applies only when specifically selected and shown in the **Policy Schedule**.

**We** will pay for loss of or **Damage** to the **Valuables** and other effects as defined below whilst anywhere within the **Geographical limits**.

## Definitions

### Geographical limits

- (i) Anywhere in Europe.
- (ii) Anywhere in the world for up to 60 days during any one **Period of Insurance**.

### Limits of liability

Unspecified and specified items: the **Sum Insured** noted on the **Schedule**.

### Conditions applicable to Section 1B

The settings in the stones of any piece of jewellery worth over €20,000 must be inspected once every three years by a competent jeweller, and any defect repaired immediately.





### What's not covered

- i. Mechanically propelled vehicles, watercraft, aircraft, caravans, trailers, (and their parts and accessories, tools, fitted radios, phones, cassette, and compact disc players) camping equipment, contact lenses, documents, money, credit cards, plants, animals, prams and pushchairs.
- ii. Loss or **Damage** to Pedal Cycles being used for racing, pace making, or speed testing, for hire or reward, or while parked unless securely locked or stored in a building.
- iii. Loss or **Damage** to any Pedal Cycle parts unless the Pedal Cycle is stolen or damaged at the same time, or any mechanical or electrical breakdown.
- iv. Loss or **Damage** to any property used for professional or commercial purposes
- v. Loss or **Damage** due to delay, confiscation or detention by customs or other officials or authorities.
- vi. Loss due to atmospheric or climatic conditions.
- vii. Loss or **Damage** caused by any process of cleaning, restoring, altering or repairing, wear and tear, depreciation, corrosion or deterioration, and anything that happens gradually, or moth, vermin or insects.
- viii. Glass breakage (other than lenses), or brittle items (other than jewellery) or mechanical or electrical breakdown.
- ix. Loss arising from anyone using any form of payment that proves to be fake fraudulent, invalid or uncollectible for any reason.
- x. Loss of tools, instruments, or sports equipment used or held for business or professional purposes.
- xi. Loss of property in unattended vehicles, unless all items are hidden from view, all windows are closed and all doors and boots are locked.
- xii. Loss in value or consequential loss.

# 1C Liability

## 1 Your legal responsibility to the public

 What's covered	 What's not covered
<p><b>We</b> will not pay more than €3,000,000 for any single claim against <b>You</b> or series of claims from one event.</p> <p><b>We</b> will cover all amounts <b>You</b> are legally responsible to pay as damages for</p> <p>(a) <b>Injury</b> to anyone.</p> <p>(b) loss or <b>Damage</b> to property anywhere in the world, during the insurance period.</p> <p><b>We</b> will also pay legal costs and expenses and all other costs and expenses <b>We</b> agree to in writing.</p> <p>If <b>You</b> die, <b>Your</b> legal representative has the benefit of this Section for any liability <b>You</b> may have for something covered by this Section.</p>	<p>i. Liability for:</p> <ol style="list-style-type: none"> <li>a. <b>Injury</b> to <b>You</b>.</li> <li>b. <b>Injury</b> anyone suffers under a service contract or apprenticeship with <b>You</b> that happens because of their employment by <b>You</b>.</li> <li>c. loss of, or <b>Damage</b> to, property belonging to <b>You</b> or in <b>Your</b> custody and control.</li> <li>d. <b>Injury</b> or loss to any member of <b>Your Family</b> or <b>Household</b>.</li> </ol> <p>ii. Liability arising from:</p> <ol style="list-style-type: none"> <li>a. any wilful, malicious, deliberate, or reckless act <b>You</b> commit including public and private nuisance.</li> <li>b. <b>You</b> carrying out any trade, business, profession or employment.</li> <li>c. <b>You</b> living in, using or controlling any land or building not referred to in this Section or any temporary home.</li> <li>d. <b>You</b> owning any land or building, other than the building referred to in this Section.</li> <li>e. <b>You</b> owning or using animals other than horses, cats, or dogs and other animals normally domesticated in Ireland.</li> <li>f. <b>You</b> owning, using, controlling, supervising or keeping any dog of the breeds (including any strain thereof) listed in section 5(1) of the Control of Dogs Regulations 1998, S.I.442/1998 (to include any amendments thereto as may be made from time to time) or having any such breed of dog in any part of <b>your</b> home or property for any purpose.</li> <li>g. <b>You</b> owning or using (other than domestic gardening equipment or being a passenger) mechanically propelled vehicles including but not limited to aircraft or watercraft, (not model aircraft or model watercraft, or on-power driven craft on inland waterways), electrically powered bicycles, scooters and boards or all types.</li> <li>h. any lift <b>You</b> own, or for which <b>you</b> are responsible for maintenance.</li> <li>i. <b>You</b> owning, or using, any firearm (other than a legally held sporting gun and then only where such gun is stored as per the terms of its licence and is being used for the purpose that the license was sought and granted)</li> </ol>

**What's covered**

See previous page.

**What's not covered**

- (j) **We** will not cover liability arising from the transmission of any contagious disease or virus.
- (k) **We** will not cover you for any liability **You** might have under an agreement, unless **You** would have been liable if the agreement did not exist.
- (l) Any liability that **You** must have insurance cover under the Road Traffic Act.
- (m) Any trailer that needs compulsory insurance or security under road traffic legislation if the trailer is owned, leased, hired, borrowed or used by **You** or by the person seeking indemnity.
- (n) The supply of any product.

## 2 Your liability to domestic employees

**What's covered**

**We** will pay up to €3,000,000 for all damages, costs, fees and expenses for any single claim against **You** or series of claims arising from one event.

**We** will cover whatever **You** are legally responsible to pay as damages for **Injury** to anyone under a contract of service with **You** for private, domestic duties. This includes home care employee, gardener, someone carrying out repair work, and other temporary or casual employees. The **Injury** must occur in the course of their employment by **You** and can happen anywhere in the world.

**We** will also pay legal costs and expenses anyone can recover in the event of a valid claim and all costs and expenses **We** to agree in writing.

Any **Injury** an employee suffers while temporarily employed outside the Republic of Ireland, the action for damages must be brought in a court of law in the Republic of Ireland.

If **You** die, **Your** legal representative will have the benefit of this Section for any liability **You** would have suffered for an event covered by this Section.

**Domestic employees' effects**

Loss or damage caused by any of the **Contingencies** (a) to (k) under damage to **Contents** to **Personal Belongings** of **Your** visitors, and domestic employees while this property is in your home.

The most **We** will pay for on any one claim is €1,500.

**What's not covered**

- i. Liability as a result of any deliberate or malicious act.
- ii. Liability **You** have under an agreement unless **You** would have been liable if the agreement did not exist.
- iii. Liability as a result of **You** owning or having custody and control of animals other than horses, cats or dogs and other animals normally domesticated in Ireland.
- iv. **You** owning, using, controlling, supervising or keeping any dog of the breeds (including any strain thereof) listed in section 5(1) of the Control of Dogs Regulations 1998, S.I.442/1998 (to include any amendments thereto as may be made from time to time) or having any such breed of dog in any part of your home or property for any purpose.
- v. **We** will not cover liability arising from the transmission of any contagious disease or virus.
- vi. Liability that results directly or indirectly from demolishing or altering the **Building**, or any operation related to those activities.
- vii. Any liability for which **You** must have insurance cover under the terms of the Road Traffic Acts.
- viii. Any liability arising from any occupation, business or trade.
- ix. **Injury** to any member of your **Family** or **Household**.



# General conditions to the section:

## 1. Reinstatement of Sums Insured

The **Sums Insured** under this Section will not be automatically reduced or increased by the amount of any claim.

## 2. Index linking – Buildings, Contents and specified items in All Risks

**We** will adjust the **Sums Insured** under section 1 for **Buildings, Contents** and specified items under All Risks at each renewal in line with suitable indices\* and the renewal premium for this section will be based on the adjusted **Sums Insured**.

\*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index.

## 3. Underinsurance

If **Your Sums Insured** at the time of loss or **damage** are not adequate, any claim payment we make may be reduced accordingly.

The level of reduction will be in proportion to **your** level of underinsurance and **you** will have to bear the difference.

**You** must at all times keep your **Sums Insured** at a level that reflects:

- ▶ the actual cost to rebuild your **Buildings** and domestic outbuildings. This **Sum Insured** must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.
- ▶ the actual cost to replace your **Contents** or personal belongings as new.

## 4. Claims conditions

**We** will decide how to settle your claim. **We** will normally arrange for one of our suppliers to repair, reinstate or replace the lost or damaged property. In some instances, we may decide to pay a cash amount for the loss or **Damage**. **We** will not pay more than our suppliers would have charged. **We** will deduct the appropriate excess from all claims payments **We** make.

## 5. Matching sets and suites

**We** treat one item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. **We** will pay you for individual damaged items but not for the other undamaged pieces. If the damaged items cannot be repaired or replaced **We** will pay up to 50% towards replacing the undamaged companion pieces as well.

If a floor covering is damaged beyond repair, **We** will pay to have it replaced. In the event of undamaged floor coverings in adjoining rooms or areas, not divided by a door or partition, **We** will pay up to 50% towards its replacement.

**We** will not pay for replacing undamaged flooring in any adjoining rooms or areas divided by a door or partition.

## 6. Wear and tear

### Buildings:

If **We** carry out a repair or reinstatement, **We** will not take off an amount for wear and tear as long as the **Sum Insured** represents the full reinstatement value of the **Buildings** and **You** have kept the **Buildings** in good condition. The full reinstatement value is not the value you would get if you sold the property (market value).

### Contents:

**We** will take off an amount for:

- ▶ clothes, furs, household linen;
- ▶ audio visual equipment; or
- ▶ carpets over five years old.

**We** will not take off an amount for wear and tear for all your other **Contents** as long as the **Sum Insured** represents their full value as new at the time of loss and **You** have kept them in good condition.

## 6. Claims retention

Where **We** agree to pay **Your** claim and the settlement amount is less than €40,000 **We** reserve the right to withhold up to a maximum of 5% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by **Us**.

Where **We** agree to pay **Your** claim and the settlement amount is €40,000 or more, **We** reserve the right to withhold up to a maximum of 10% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by **Us**.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement, **We** will contact **You** to remind **You** of the unclaimed retention and **Our** requirements to release this payment. If **We** do not hear back from **You** within 10 working days, **We** will issue a final reminder to **You**. Where **We** do not receive a response to our final reminder within 10 working days, **We** will close the claim file.



# 1D Emergency Home Assistance

## Home Emergency

This section of the **policy** provides assistance in the event of certain **home emergencies**, which impact the safety and security of **your home**, potentially rendering it uninhabitable.

It is not designed to replace **your buildings and contents** insurance and will not provide assistance for normal day to day **home** maintenance.

This section of the **policy** provides assistance in the event of the **emergencies** outlined in the table below.

Please call **us** as soon as **you** are aware of the **emergency**.

## Status disclosure

**Emergency home** assistance is administered by AXA Assistance (Ireland) Limited, Kilmartin, N6 Retail Park, Athlone, Co Westmeath.

AXA Assistance (Ireland) Limited provides the **emergency** assistance services and benefits described in this **policy** during the **period of insurance**. AXA Assistance (Ireland) Limited operates the 24-hour **home emergency** assistance helpline.

AXA Assistance (Ireland) Limited is regulated by the Central Bank of Ireland.

## Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully.

**We** will provide assistance for a maximum of 4 claims in the **policy** year. If **we** make any changes to **your policy** cover, these will be confirmed to **you** separately in writing.

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **you** must follow for the **policy** to cover **your claim**.

## Meaning of words

Wherever the following words and phrases appear in **bold** in this section they will always have the following meanings.

*The definitions outlined below only apply to Section 1D – **Emergency home** assistance.*

### 1. Authorised contractor

A tradesperson authorised by **us** to assess **your** claim, and carry out repairs in **your home** under this **policy** and under **our** delegated authority.

### 2. Emergency

A sudden and unforeseen incident in **your home** which immediately;

- ▶ exposes **you** or a third party to a risk to health ; or
- ▶ creates a risk of loss or damage to **your home** and/ or any of **your** belongings: or
- ▶ makes **your home** uninhabitable.

### 3. Emergency repairs

Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

### 4. Home

The house, bungalow, apartment or flat, its integral (built-in) garages all used for **domestic purposes** as shown in the **schedule**. It does not include detached garages, sheds, greenhouses, **outbuildings** and other **buildings**.

### 5. Insured / You / Your

**You**, the policyholder, and /or any member of **your** immediate family or lodger normally living at **your home**.

### 6. Reimbursement basis

Subject to **our** prior agreement and on receipt of the engineer / installer/ supplier/ **authorised contractor's** fully itemised invoice, **we** will pay **you** up to €250 including VAT as a contribution to a repair which **you** will arrange yourself.

This will be in full and final settlement of **your** claim.

### 7. Temporary repair

Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a permanent repair.

### 8. Trace and access

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**.

### 9. We / Us / Our

AXA Assistance (Ireland) Limited

### 10. What's covered

**Emergency** to essential services in **your home** listed in the section below headed "What's covered".

## How to make a claim.

Please call **us** as soon as **you** are aware of the **emergency**.

Are **you** having one of the following **emergencies**?

- ▶ Plumbing and Drainage
- ▶ Failure of internal electrics
- ▶ Security (i.e. glazing & locks)
- ▶ Pests
- ▶ Gas supply pipe
- ▶ Boiler & Heating
- ▶ Roofing

If so, to obtain assistance, contact the 24 hour **Emergency Helpline** on:

**0818 253 347**

Please have as much information as possible to hand including **your policy** number, to enable **us** to assist **you** as quickly as possible.

## What will happen next:

If **you** suffer an **emergency** at **your home**, **you** should tell **us** on the **emergency** telephone number. **We** will then:

- ▶ Advise **you** how to protect yourself and **your home** immediately;
- ▶ Validate **your policy** and arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment or in some circumstances **we** may agree to settle **your** claim on a **reimbursement basis**;
- ▶ **We**, along with **our authorised contractors** under **our** delegated authority, will then manage **your** claim from that point onwards and keep **you** updated throughout **your** claim journey;
- ▶ **We** will organise and pay up to €250 (€500 for roofing) per claim including VAT, call out, labour, parts and materials to carry out an **emergency repair**;
- ▶ In the event of **your home** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to €100 including VAT in total towards the cost of **your** (including **your** pets) accommodation including transport, on a **reimbursement basis**;

- ▶ **We** would always recommend that **you** arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible, once **we** have carried out an **emergency repair** and contained the **emergency** for **you**, as this may only provide a temporary solution to the problem.

## Claims under this section can only be made by

**You, your** immediate family, lodger or anyone calling on **your** behalf.

If the **emergency repair** costs more than €250 (€500 for roofing) including VAT

**We** will: require **you** to contribute the difference or subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, **we** would pay **you** up to €250 (€500 for roofing) including VAT as a contribution to a repair which **you** will arrange yourself, taking account of costs already reasonably incurred by **our authorised contractor**, for the initial visit.

This will be in full and final settlement of **your** claim.

When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is covered under Section 1A – Insurance for **your buildings**.

In some circumstances **we** may find it difficult to deploy an **authorised contractor** to attend **your home** or deal with **your emergency** within a reasonable timescale. Examples of such circumstances are:

- ▶ Excessive demand
- ▶ Bad weather
- ▶ Industrial action
- ▶ Parts availability
- ▶ Availability of a specialist.

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to €250 (€500 for roofing) including VAT.

Please provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement.

## Other insurance

If **you** make a claim for any liability, loss or damage that is also covered by any other insurance **policy**, **we** will only pay **our** share of the claim.

## Getting our claims costs back

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under this **policy** to get back the payments that **we** make.

Anyone making a claim under this **policy** must give **us** any help and information that **we** need.

## Parts availability

Availability of parts is an important factor in providing **emergency repairs**. If **our** engineer does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts from **our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

**We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**, i.e reconditioned parts. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control.

In these cases **we** will not be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

There may also be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

**What's covered**

**We** will only pay for the **emergency repair**.

**We** will not pay for any damage caused by the **emergency**.

The **emergencies** listed below are covered under this **policy**.

**What's not covered**

There are conditions and exclusions, listed below, which limit the type and value of **emergency repairs you** can claim for.

Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an **emergency** has occurred that it is not covered under the **policy**.

The following incidents are NOT covered under this **policy**.

**PLUMBING****What's covered**

An **emergency** relating to:

The internal hot and cold water pipes between the main internal stopcock and the internal taps;

The cold water storage tank;

Flushing mechanism of a toilet;

A leak from:

- ▶ **Your** toilet;
- ▶ Visible pipes leading to and from the shower or bath;
- ▶ Internal section of the overflow pipe;
- ▶ Central heating water pipes.

**What's not covered**

Septic tanks, swimming pools, domestic oil and gas tanks, hot tubs and jacuzzis;

Breakdown, leak or damage to domestic appliances such as cookers, dishwashers, washing machines and showers;

Repair to, or replacement of, all pipe work outside the **home**;

Dealing with temporarily frozen pipes;

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**. Otherwise known as **trace and access**;

Cost of **trace and access** to locate the source of the **emergency**.

Replacing external overflows, cylinders, hot and cold water tanks, cold water pumps, radiators, immersion tanks, and sanitary ware including sinks and basins.

Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain.

Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.

## Drainage



### What's covered

An **emergency** relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of **emergencies** that **you** would be covered for:

- ▶ Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;
- ▶ Blocked bath, toilets or external drainage;
- ▶ **You** will still be covered if **you** do have another working toilet or bathing facility.



### What's not covered

Repairs to drains that are the responsibility of the local water authority if outside the boundaries of **your home**;

Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;

Regularly cleaning **your** drains and any descaling of **your** drains;

Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;

Repairing or unblocking drains which are used for commercial purposes;

Making access to drain systems points of entry (such as manhole covers) if these have been built over;

Drain clearance due to installation faults or misuse of drains, i.e. flushing baby wipes down the drain, grease or cooking oil;

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**. Otherwise known as **trace and access**.

Cost of **trace and access** to locate the source of the **emergency**.

## Failure of internal electrics



### What's covered

Full failure of **your** electrics within the **home**.  
Breakdown of an electric shower.



### What's not covered

Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs;

Replacement of electric showers;

Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **home**;

Breakdown or loss of or damage to domestic appliances, and other mechanical equipment;

Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or supply to swimming pools and their plumbing or filtration systems.

## Security



### What's covered

#### Windows

Broken and cracked windows which result in the **home** not being secure.

**We** will undertake an **emergency repair** using boarding or similar material to resolve the immediate security risk.

#### Keys and locks

Gaining access to, or securing **your home** through an external door where **you** have no alternative due to:

- ▶ lost or damaged keys;
- ▶ stolen keys;
- ▶ failure of the external locking mechanism to the door;
- ▶ broken handles

Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where **you** are unable to secure **your home**;

Replacement of a single set of keys (if this is the only alternative to resolve the **emergency**).



### What's not covered

#### Windows, Keys and locks

Fences, **Domestic Outbuildings** and detached garages: damage to windows, doors or locks.

The cost of replacing broken or damaged doors.

## Pests



### What's covered

Removal of rats, mice, wasps, hornets and squirrels where evidence of infestation in **your home** has been found

Pests (wasp nest only) outside the private dwelling e.g. in garages and other **outbuildings**.



### What's not covered

Pests other than wasps, found outside **your home**, such as in detached garages and **Domestic Outbuildings**.

More than two call outs to your **home** for each pest incident that occurs.

## Internal gas pipe



### What's covered

A leak from the internal gas supply pipe in **your home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service.

**If you think you have a gas leak, you should immediately call**

**Bord Gáis**

**Emergency Service on**

**1800 20 50 50.**



### What's not covered

Restoration of gas supply is not included. Please contact **your** Utility Company who will be able to arrange this for **you**;

Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection;

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**. Otherwise known as **trace and access**.



## Boiler and heating system



### What's covered

The complete breakdown of a single domestic gas and oil boiler, hot water, heating system and associated components.

**We will also cover you** for:

- ▶ A loss of water pressure within a boiler due to a fault;
- ▶ A water leak from the boiler/heating system.

Included:

Domestic gas and oil boilers within **your home**, the output of which does not exceed 60kWh. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.



### What's not covered

Commercial boilers or heating systems with an output of over 60kWh;

Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion;

Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;

LPG gas, solid fuel fired, warm air and solar heating;

Un-vented heating system;

Any repair or replacement of heat pumps, air source heat pumps, warm air systems, water heaters, electric or piped underfloor heating systems;

Gas or oil tank replacement;

Thermostatic valves;

Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;

Any costs for the repair of **your** heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;

Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **your** boiler or main heating system.



### What's covered

If **we** are unable to repair **your** boiler/hot water system and **you** choose to not replace it, cover under this section will no longer apply.



### What's not covered

Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if **you** reside in a hard water area (as per the Local Water Authority);

Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;

Repair to, or replacement of, gas appliances such as cookers;

Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;

Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within preceding 12 months. **You** will be asked to produce the evidence at the time of the claim;

Boilers over 15 years of age;

Boilers that are beyond economic repair are not covered;

Repair or replacement of the flue due to wear and tear;

Any adaptations made to the property which do not comply with the regulations applicable at the time;

Boilers/central heating that function with a reset button or manual intervention.

## Temporary Heating



### What's covered

If **you** have no heating and a part needs to be ordered following the engineer's first visit, or if **we** are unable to repair the boiler/heating system, **you** have the option to purchase heaters up to a value of €60 including VAT on a **reimbursement basis**. These heaters are **yours** to keep.



### What's not covered

## Roofing



### What's covered

Sudden and unforeseen roofing problems where there is a leak or where tiles have been blown off due to a storm or bad weather.



### What's not covered

Damage to external guttering and fascia and soffit;  
 Damage to roofs constructed with a flexible weather roofing membrane e.g. torch on felt, flat roofs, trocal etc.;

Any roofing claim where the damage is not caused by a storm or bad weather.

## General Exclusions

We will not cover the following:

1. Loss or damage arising from **emergencies** which were known to **you** before the start date of this **policy**;
2. Any loss where **you** did not contact **us** to arrange repairs;
3. No more than 4 call outs in any one **period of insurance**;
4. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
5. Any **emergency** in a **home** that has not been lived in by **you** or any person with **your** permission for more than 40 consecutive days;
6. Any defect, damage or failure caused by:
  - (i) modification or attempted repair to all or any part of **your** property by **you** or **your** own contractor which results in damage to that or another part of **your** property;
  - (ii) failure to comply with recognised industry standards;
  - (iii) **your** or **your** contractor 's malicious or wilful action, misuse or negligence;
7. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
8. Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to **your home** or the use of defective products;
9. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
10. This insurance does not cover normal day to day maintenance at **your home** that **you** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**;

11. If **you** have been advised of remedial work, which **you** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **your** local water authority, utility company or boiler manufacturer;
12. No costs for repairs, parts or services are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims helpline, and **we** have approved a contractor in advance;
13. Cost of **trace and access** to locate the source of the **emergency**;
14. Any boiler inspections or any other **emergency repairs** where asbestos may be disturbed;
15. The removal of asbestos;
16. Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**. Otherwise known as **trace and access**;
17. When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
18. Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised contractors** being able to attend to the **emergency** or carry out work in **your home**;
19. **We** reserve the right to decline to renew **your Emergency home** assistance cover;
20. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Investor Compensation Scheme (ICS)

AXA Assistance (Ireland) Limited are members of the Investor Compensation Scheme, the scheme is administered by The Investor Compensation Company Ltd (ICCL). The Act provides that compensation shall be paid to eligible customers if **we** are unable to make payment of money **we owe** to them in relation to the provision of **our** services.

For more information see

[www.investorcompensation.ie](http://www.investorcompensation.ie) in the unlikely event **you** need to make a claim.

## Data Protection

**We** appreciate the importance of the protection, confidentiality and security of **your** information. If **you** want to know what information is held about **you** by AXA Assistance, please write to **us** at:

Data Protection Officer, AXA Assistance, N6 Kilmartin Retail Park, Athlone, Co Westmeath

Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate.

**We** may monitor and record phone calls to help maintain **our** quality standards and for security purposes. To see **our** full Data Privacy notice by visiting **our** website <https://www.axa-assistance.co.uk> and clicking on **our** privacy policy.

**SECTION 2**

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# **Agricultural Vehicles**



# Meaning of defined terms

## Third Party

**We** will cover the **Person insured** for any legal liability resulting from an accident involving **The Vehicle** specified on the **Policy**.

## Third Party Fire and Theft

Applies to loss or **Damage** caused directly by fire, self-ignition, lightning, explosion or by theft or attempted theft and **Third Party**.

## Comprehensive

**Third Party, Fire and Theft**, and Accidental **Damage** to the **Vehicle**.

## Vehicle

Any motor vehicle specified on a **Certificate of Motor Insurance** under the policy number that was issued to you and has not been cancelled by **Us** or **You** or lapsed before the renewal date.

## Certificate of Motor Insurance:

The document that proves to the authorities that you have insurance which complies with the law. It shows:



- ▶ Who is insured to drive
- ▶ The motor **Vehicle** that is insured
- ▶ What type of use the **Vehicle** is insured for.

## Person Insured



The term Person Insured means any one or more of the following for whom a claim is being made and/or the legal, personal representatives of any of them:

- (a) **You** – the individual or organisation who was issued the **Policy**.
- (b) Anyone entitled to drive under the terms of the **Certificate of Motor Insurance** apart from someone in the Motor Trade who has control of the **Vehicle** for the purpose of overhaul, repair or service.
- (c) The employer or business partner of anyone whose **Business** use is permitted under the terms of the **Certificate of Motor Insurance**.
- (d) Anyone using (but not driving) the **Vehicle** with **Your** permission for social, domestic and pleasure purposes, as long as it is permitted by the terms of the **Certificate of Motor Insurance**.
- (e) At **Your** request, anyone (other than the driver) getting in or out of the **Vehicle**.
- (f) At **Your** request, the Owner of the **Vehicle**.
- (g) The attendant of the **Vehicle**, the attendant of the vehicle meaning an employee accompanying the driver for the purpose of assisting with the **Business**.

# Part 1: Third Party

 What's covered	 What's not covered
<p><b>We</b> will cover the <b>Person Insured</b> against legal liability (and the associated costs as described below) for damages in the event of:</p> <ul style="list-style-type: none"> <li>▶ <b>Injury</b> to anybody.</li> <li>▶ <b>Damage</b> to property up to €1,300,000 in any single claim (or number of claims from one cause)</li> </ul> <p>related to an accident caused by, or in connection with:</p> <ul style="list-style-type: none"> <li>a. the <b>Vehicle</b>.</li> <li>b. the loading or unloading of the <b>Vehicle</b>.</li> <li>c. the bringing of a load to the <b>Vehicle</b> for loading, or the removal of a load after unloading by:             <ul style="list-style-type: none"> <li>i. the driver of the <b>Vehicle</b>.</li> <li>ii. any other person, but only in relation to an accident caused or happening in a Public Place.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>i. <b>Damage</b> to property belonging to, or held in trust by, or in the custody or control of, the <b>Person Insured</b>.</li> <li>ii. <b>Damage</b> to any <b>Vehicle</b> or property being carried by the <b>Vehicle</b> or used by a <b>Person Insured</b>.</li> <li>iii. Any <b>Person Insured</b> who does not comply with the terms, exclusions and conditions of the <b>Policy</b>.</li> <li>iv. Any Person who doesn't hold a licence to drive the <b>Vehicle</b>, and is not disqualified from getting a licence.</li> <li>v. Anyone, other than <b>You</b>, who has insurance under another policy.</li> <li>vi. Anyone in the Motor Trade driving the <b>Vehicle</b> for the purpose of overhaul, upkeep or repair.</li> <li>vii. <b>Injury</b> or <b>Damage</b> to property caused, or arising, beyond the limits of a carriageway or thoroughfare, when bringing a load to the <b>Vehicle</b> for loading or taking a load away from the <b>Vehicle</b>.</li> <li>viii. <b>Injury</b>, loss, <b>Damage</b> or any liability arising where the <b>Vehicle</b>, or plant forming part of or attached to the <b>Vehicle</b>, is designed to operate as a tool.</li> <li>ix. The land or anything growing on the land where <b>You</b> and any <b>Person Insured</b> were working.</li> <li>x. Death or <b>Injury</b>:             <ul style="list-style-type: none"> <li>a to anyone driving or in charge of <b>Your Vehicle</b>, except insofar as is necessary to meet the requirements of Road Traffic Legislation</li> <li>b to any person employed by a <b>Person Insured</b> sustained while in the course of that employment, except insofar as is necessary to meet the requirements of Road Traffic Legislation.</li> </ul> </li> </ul>

## Part 2: Third Party, Fire and Theft

 What's covered	 What's not covered
<p><b>Fire and Theft</b></p> <p>The cover provided under Part 1 is also provided under Part 2. Part 2 also provides the following cover:</p> <p>If <b>You</b> have chosen '<b>Fire and Theft</b>', <b>We</b> will pay for loss or <b>Damage</b> caused by fire or theft or attempted theft, to the <b>Vehicle</b> covered by this Section and its accessories and spare parts while they're in or on the <b>Vehicle</b>, including fitted radios, communication systems or similar equipment not insured elsewhere.</p> <p>Note: <b>Your Vehicle</b> must be missing for at least 28 days after <b>We</b> have been notified before <b>We</b> consider it lost by theft.</p>	<p>Loss or <b>Damage</b> by theft or attempted theft if the keys (or keyless entry system) are left unsecured, or left in or on an unattended <b>Vehicle</b>.</p> <p>Note: Exceptions listed under 'What's not covered' under 'Part 1: Third Party' are also excluded here under 'Part 2: Third Party Fire and Theft'</p>



## Part 3: Comprehensive

**Loss** or **Damage** to the **Vehicle** applies when it is specified on the **Schedule** and cover is advised as **Comprehensive**.



### What's covered

#### Damage to Your Vehicle

*The cover provided under Part 1 & Part 2 are also provided under Part 3. Part 3 also provides the following cover:*



If **You** have chosen '**Comprehensive**', **We** will pay for loss or **Damage** to the **Vehicle** covered by this Section, along with its accessories and spare parts while they are in, or on, the **Vehicle**. This includes permanently fitted audio or communication systems or similar equipment not insured elsewhere.



### What's not covered

- i. Exceptions listed under 'What's not covered' under 'Part 1: Third Party' and Part 2 Third Party Fire and theft are also excluded here under 'Part 3: Comprehensive'
- ii. Depreciation, wear and tear, mechanical or electrical breakdown, or computer breakdown, failures or breakages.
- iii. **Damage** to tyres caused by applying the brakes, road punctures, cuts or bursts unless the **Damage** occurs at the same time as another loss covered by this section.
- iv. Loss of use or any other resulting loss, including the costs of hiring another Vehicle.
- v. Loss or damage to the **Vehicle** by any driver who's been disqualified from driving, without a license, or failed to disclose penalty points or motoring convictions.
- vi. Frost **Damage** to the **Vehicle** if it happens when the **Vehicle** is parked in the open overnight.
- vii. Loss or **Damage** to anything in, or on, the **Vehicle** other than its accessories or spare parts.
- viii. Loss or **Damage** to any fitted audio or communication systems or similar equipment not exceeding €1,500 or 10% of the market value of the **Vehicle**, whichever is the less. Any payment will be limited to the **Market Value** of the equipment at time of loss.
- ix. Repairs or replacements that improve **Your Vehicle** beyond its condition before the loss or **Damage**, or a reduction in **Your Vehicles** value, because it has been repaired.
- x. Loss or **Damage** to **Your Vehicle** from a load above the maximum carrying or towing capacity in the Manufacturers Specifications.
- xi. Loss or **Damage** from using **Your Vehicle** in a rally competition or trial.
- xii. Loss or **Damage** to **Your Vehicle** as a result of the use or fitting of incorrect or substandard parts

# Extensions of cover for part 1, 2 & 3

 What's covered	 What's not covered
<p><b>a. Associated Costs</b></p> <p><b>We</b> will also pay the following, subject to <b>Our</b> written agreement</p> <ul style="list-style-type: none"> <li>(i) All other costs and expenses.</li> <li>(ii) Costs and expenses recoverable by any claimant.</li> <li>(iii) Solicitor's fees for representation at any Coroner's Inquest, Fatal Accident Inquiry, or defending in any Court of Summary Jurisdiction, proceedings relating to any event that could be the subject of payment under this Section.</li> <li>(iv) The costs of defence up to a maximum of €2,500 against a charge of manslaughter, or under Sub-Section (2)(a) of Section 53 of the Road Traffic Act 1961, for dangerous driving or reckless driving causing death or serious bodily injury, where such proceedings or charges relate to any event that may be covered under this Section.</li> </ul> <hr/> <p><b>b. Indemnity to Hirers</b></p> <p><b>We</b> will cover any hirer when agreed, but only in terms of negligence attaching to <b>You</b>, or any <b>Employee</b> of <b>Yours</b>, in respect of the <b>Vehicle</b> on the effective <b>Certificate of Motor Insurance</b>, once:</p> <ul style="list-style-type: none"> <li>▶ <b>You</b> notify <b>Us</b> of the hire agreement</li> <li>▶ They are not covered for payment under another policy.</li> <li>▶ The hire is permitted by the terms of the <b>Certificate of Motor Insurance</b></li> <li>▶ They observe, fulfil and are subject to the terms, exclusions and conditions of this Section.</li> </ul> <hr/> <p><b>c. Indemnity to Principal</b></p> <p><b>We</b> will indemnify any Principal, but only in terms of negligence on <b>Your</b> part or that of any <b>Employee</b> of <b>Yours</b>, or anyone whose driving is covered on the <b>Certificate of Motor Insurance</b>, once:</p> <ul style="list-style-type: none"> <li>▶ They are not entitled to payment under any other policy.</li> <li>▶ Their driving is permitted by the terms of the <b>Certificate of Motor Insurance</b></li> <li>▶ They are subject to the terms, exclusions and conditions of this Section.</li> </ul>	

**What's covered****d. Towing Disabled Vehicles**

The Section relates to the **Vehicle** being used to tow a single, disabled, mechanically propelled Vehicle, **Third Party** cover applies to your legal liability from the towed Vehicle.

**e. Third Party Unspecified Trailer Cover**

**We** will indemnify **You** in terms of **Third party** cover – Liability to Third Parties while towing any trailer owned by **You**, or for which **You** are legally responsible

- (a) while the trailer is attached to Your **Vehicle**.
- (b) while the trailer is detached from **Your Vehicle**, but only as is necessary to meet the requirements of any road traffic legislation provided that:
  - i. the trailer is at all times in **Your** care, custody or control.
  - ii. the trailer is not attached to a **Vehicle** for which cover isn't provided by this insurance.

**f. Unlicensed Drivers**

Any requirements of the **Certificate of Motor Insurance** that the driver must hold a licence to drive shall be inoperative, if a licence is not required by law. These requirements are not necessary once the terms of the **Certificate of Motor Insurance** are followed, and the driver is old enough to hold a licence to drive the **Vehicle**.

**g. Territorial Limits**

**We** will indemnify **You** against enforced payment of Customs Duty on the **Vehicle** after temporary importation into any country where the Green Card applies, once it is the direct result of loss of **Damage** to the **Vehicle** as covered by this **Policy**.

**h. Emergency Treatment**

**We** will pay for emergency treatment of injuries caused by using the **Vehicle** where there is statutory liability for such treatment.

**i. Fire Brigade Charges**



**We** will cover 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 effect the vehicle insured.

The maximum amount payable is €15,000 in any one period for Sections 1, 2 + 3 combined.

**What's not covered**

- i. Towing Vehicles for reward.
  - ii. **Damage** or loss of the towed Vehicle, or any property in the towed Vehicle.
- 
- i. The **Person Insured** for any **Vehicle**, trailer or implement if it is pulling more trailers or implements than is permitted by law.

# Part 4 Windscreen Cover

 What's covered	 What's not covered
<p>If <b>You</b> chose this extension, <b>We</b> will pay for broken or damaged windscreens or windows and any scratched bodywork from the glass breaking. The maximum amount <b>We</b> will pay depends on the cover option <b>You</b> choose and is specified in your <b>Schedule</b>.</p>	<ul style="list-style-type: none"> <li>i. loss or <b>Damage</b> from using Your <b>Vehicle</b> in a rally, competition or trial.</li> <li>ii. cost of importing parts or accessories for Your <b>Vehicle</b> from outside the European Union.</li> <li>iii. the extra cost of parts or accessories above the price of similar parts and accessories from the manufacturer's European representatives.</li> <li>iv. loss or <b>Damage</b> caused by wear and tear or negligence.</li> <li>v. if <b>You</b> deliberately lose or <b>Damage</b> something.</li> <li>vi. loss or <b>Damage</b> to mirror glass.</li> </ul>

## Conditions applicable to this Section 2

### 1. Application of Limits of Indemnity

If more than one person is insured on this **Policy**, any limit on the amount **We** will pay applies to the aggregate amount to be paid.

**You** will have priority over any other **Person Insured**. **Your Schedule** also shows what endorsements (or additions), if any, apply to this Section. If more than one **Vehicle** is insured, the insurance works like a separate policy **issued** for each **vehicle**.

### 2. Territorial limits:

This Section applies to:

- (a) Injury, loss or physical **Damage** in the Republic of Ireland, Northern Ireland, United Kingdom, Isle of Man and Channel Islands, or travelling by sea between them, including loading and unloading.
- (b) The minimum cover required to comply with the laws regarding compulsory insurance of Vehicles in member countries of the European Economic Community and any country that the Commission of the European Economic Community is satisfied arrangements have been made with to meet the requirements of Article 7 (2) of the EEC Directive on insurance of civil liabilities from the use of Vehicles (No. 72/166/CEE).

- (c) Any Vehicle with an effective International Motor Insurance Card (Green Card): a. while in a country to which the Green Card applies. b. directly connected to the transport (including loading and unloading) of the Vehicle between any ports in countries that the Green Card applies, provided it's by a recognised sea passage no longer than 65 hours under normal conditions.

### 3. Our right of recovery

If **We** have to make a payment due to our obligations under the Road Traffic Act, or any other law, which would not otherwise have been covered, **We** have the right to recover such payment from **You** or the person on whose behalf **We** made the payment.

### 4. Multiple vehicles:

If more than one Vehicle is insured, the insurance works like a separate policy issued for each vehicle.

## 5. Looking After Your Vehicle

**You** must do all **You** can to prevent injury to other people, protect **Your Vehicle**, and keep **Your Vehicle** and tyres in roadworthy condition and within legal requirements. By not doing that, **You** may affect **Your** right to claim.

**You** must let us examine **Your Vehicle** at any reasonable time if **We** ask.

**You** should make sure:

- (a) **Your Vehicle** is locked and alarmed when **Your Vehicle** is left on its own.
- (b) All windows and sunroofs are fully closed when left on its own.
- (c) All personal belongings are out of sight when **Your Vehicle** is left on its own.

## 6. Change to Your Details

**You** must tell **Us** straightaway of:

- ▶ Any change of **Vehicle**.
- ▶ Any convictions or pending prosecutions.
- ▶ Any change in driver's health.
- ▶ Any change in address or occupation.
- ▶ Any change or modification of the **Vehicle**.
- ▶ Any additional Vehicle.
- ▶ Any change in use.
- ▶ Any change in main user.

## Claims Conditions:

1. If there is an accident, **You** must immediately do whatever **You** can to protect the **Vehicle** and its accessories. **You** or **your** legal representative must give **us** full details by phoning the claims helpline (01 8927142) as soon as possible, after any event which could lead to a claim under this **Policy**. There may be circumstances where **We** need other details in writing.
2. **You** must also immediately send **Us** any letters and documents **You** receive in connection with the event before **You** reply to them.
3. If **You** know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, **You** must tell **us** immediately in writing.
4. **You**, and anyone insured by this policy, must not make any admissions, or make any offer or promise about a claim, unless **You** have **Our** written permission.
5. If **Your** vehicle is stolen, **You** must tell **Us** as soon as possible by phoning **Our** claims helpline on 01 8927142. **You** must also tell the appropriate law enforcement authorities.
6. **You** must obtain names and addresses of any witnesses at the scene of the accident. The registration and insurance details of The **Vehicle** **You** were driving should be provided to any other party involved and also the appropriate law enforcement authorities if requested. If any person is injured, the accident must be reported to the appropriate law enforcement authorities whether they attend the scene or not. If **You** are involved in an accident with a visiting motorist, report the accident to the Motor Insurer's Bureau of Ireland, 5 Harbourmaster Place, IFSC, Dublin 1, D01E7E8. Tel: +353 1 676 9944 | Fax: +353 1 676 1108 | Email: info@mibi.ie
7. Repairs Collection and Delivery
  - ▶ These costs will only be paid with a valid claim for loss or **Damage** to the **Vehicle**.
  - ▶ **We** can arrange for the **Vehicle** to be moved to another repairer, paying for whatever work has already been done.
  - ▶ **We** can accept, decline or ask for estimates.
  - ▶ **You** may authorise repairs as long as they are economical and an estimate is sent to **Us** straightaway. **You** must keep damaged parts for inspection.
  - ▶ If the **Vehicle** has been disabled through an incident covered by this Section, **We** will pay the reasonable cost of protection and removal to the nearest repairers.
  - ▶ After it has been repaired, **We** will pay for the reasonable cost of getting the **Vehicle** to **Your** address in the Republic of Ireland or Northern Ireland.
8. **You** must also give **Us** or our appointed representative any information and help **We** need and provide any documents **We** require to investigate the claim
9. If **We** know that **Your Vehicle** is the subject of a hire purchase or lease agreement, **We** may pay the owner named on it (whose receipt will be a full and final discharge of a claim).
10. **We** will settle your claim by paying the **Market Value** (or sum insured of **Your** vehicle whichever is the lower) of **Your** vehicle before the loss. As part of settling **Your** claim, **Your** vehicle may become our property and **You** must send us the **Vehicle** licensing document and keys. **We** will be entitled to take possession of and dispose of your damaged **Vehicle**, at any time during the course of a claim.

## Exclusions applicable to part 2 & 3

- ▶ The extra cost of parts or accessories over the price of similar parts and accessories received from the manufactures European representatives.
- ▶ VAT (value added tax) on any repair or replacement if **You** are registered for VAT.
- ▶ Any taxes **You** may be exempt from or entitled to claim back such as Vehicle Registration Tax (VRT) or VAT.
- ▶ Cover for any Vehicle that's been modified, unless **You** have told **Us** and **We** have agreed.
- ▶ The cost of **Repairs** or replacements that improve **Your Vehicle** beyond the condition it was in before the loss or **Damage** took place.
- ▶ Loss or **Damage** to **Your Vehicle** resulting from the use of fuel not stored in a secure and uncontaminated tank by **You**.
- ▶ **We** will not pay more than the **Market Value** of the **Vehicle** at the time of the loss or **Damage**, and **We** will not pay more than the value **You** advised **Us**.
- ▶ **We** will not pay more than the manufacturers current list price (plus a reasonable cost of fitting) for any part or accessory.

## General Exclusions applicable to this Section

### Permitted Use

Any claim where the **Vehicle** is driven by or used by someone outside of the authority of the **Certificate of Insurance** or for a purpose not agreed on the **Schedule**.

### Road Traffic Accident

If an accident happens:

- (i) and as a result, **You** and any **Person Insured** is convicted of an offence involving alcohol or drugs.
- (ii) **You** or any **Person Insured** is driving while unfit due to alcohol or drugs.
- (iii) **You** or any **Person Insured** is driving after drinking alcohol, where three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.

Then:

- i. The cover in Part 3 **comprehensive** of this Section for loss or damage to the Insured **Vehicle** will not apply.
- ii. **You** must repay anything **We** have paid to cover claims relating to the accident.

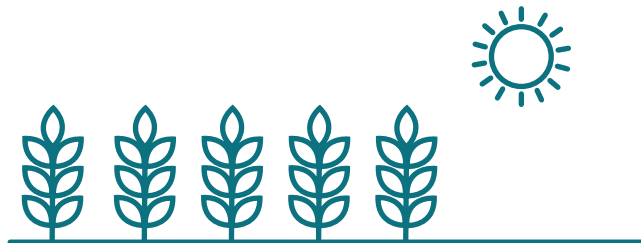
### Airside Exclusion

This **Policy** does not apply when your **Vehicle** is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.

**SECTION 3**

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# Farm Property



# Meaning of Defined Terms

## Farm Outbuildings

All Farm outbuildings insured at the **Premises**, that are used in connection with the **Business**.

## Standard construction

Constructed of a steel frame, brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-flammable mineral ingredients.

## Farm Contents

Items used in the running of **your** farm that do not make up the construction of the **Farm Outbuildings**.

The overall **Sum Insured** includes the following

- ▶ **Agricultural Produce**  
Agricultural Produce and farming stock (excluding **Livestock**) at **Your** Farm, and used in connection with **Your Business**.
- ▶ **Farm Machinery and Implements**  
Farm machinery and implements belonging to **You** (or that **you** are responsible for) at **Your** Farm and used in **Your Business** (excluding powered driven vehicles greater than 5hp, and machines implements and accessories already covered in the **Policy**).
- ▶ **Hay and Straw**  
Belonging to **You** or **You** are responsible for at **Your** Farm and is used for **Your Business**.



## 3A Farm outbuildings and their contents

### Limit of indemnity:

#### Farm outbuildings

The most **We** will pay in the event of a claim is the **Sum Insured** noted on the schedule. The **Sum Insured** should be enough to cover the rebuild cost of the **Farm Outbuildings**.

#### Farm contents

The most **We** will pay in the event of a claim is the **Sum Insured** noted on the schedule. The **Sum Insured** should be enough to replace the farm contents.

All loss or **Damage** for one claim shall not exceed the total **Sum Insured** noted on the schedule under section 3.

### What's covered:

If the **Farm Outbuildings** and **farm contents** are destroyed or **Damaged** by any of the **Contingencies** covered under this section **We** will pay the rebuild value of the property at the time of the loss or reinstate or replace any part of the property at **Our** discretion.

✓ What's covered	✗ What's not covered
(a) Fire	i. Fire brought about through any process involving application of heat.
(b) Lightning	
(c) Explosion (domestic boilers only)	i. Other than economisers or other vessels, machines or apparatuses, belonging to <b>You</b> or under <b>Your</b> control, where internal pressure is due to steam only.
(d) Aircraft and other aerial devices, or articles dropped from them.	
(e) Earthquake	
(f) Impact by road vehicle, train or animal.	i. Excludes <b>Damage</b> caused by road Vehicle (including goods falling from them) or animals belonging to, or under the control of, the <b>Insured</b> , their <b>Family</b> or <b>Employees</b> .

**What's covered**

- (g) Riot, civil commotion, strikers, locked-out workers or people taking part in labour disturbances or malicious people.
- 
- (h) Subterranean fire
- 
- (i) **Storm** cover is included for all **Farm Outbuildings** on the farm unless otherwise stated in the **Policy Schedule**. All **Farm Outbuildings** must be in a good condition and well maintained with no visible roof sagging, holes or gaps.

**What's not covered**

- i. loss or **Damage** that happened through confiscation, destruction or requisition by the Government or any Public Authority.
- ii. loss or **Damage** from cessation of work.
- iii. destruction or **Damage** caused by malicious people not acting for a political organisation:
- iv. destruction or **Damage** by stealing/theft.
- v. destruction or **Damage** to any **Buildings** that are unoccupied or disused.
- 
- i. An **Excess** of €500 applies for all storm **Damage** claims for **Outbuildings**.
- ii. destruction or **Damage** by:
- the escape of water from any natural or artificial water course or lake, reservoir, canal or dam.
  - inundation from the sea.
  - inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building
- iii. destruction or **Damage** by frost, subsidence, ground heave or landslip.
- iv. destruction or **Damage** to boundary walls, fences, gates and moveable property in the open and stock in open structured buildings
- v. destruction or **Damage** to growing crops.
- vi. destruction or **Damage** caused solely to changes in the water table level.
- vii. glasshouses, greenhouses or structures constructed or covered with plastic or polythene unless specified on the **Schedule**.
- viii. destruction or **Damage** caused to **Farm Contents** due to storm.

## 3B Theft of Tools

### Indemnity



#### What's covered

We will pay **You** up to the **Sum Insured** as specified in the **Schedule** for theft of tools owned by **You** or that **You** are responsible for, following forcible and violent entry to, or exit from, any **Farm Outbuilding** covered under the Farm Property Section.

The amount payable will not exceed the **Sum Insured** option selected and stated on the **Schedule**:

Option A: €5,000

Option B: €10,000



### Conditions applicable to this Subsection

1. Cover is subject to the following minimum security requirements:
 

Tools/Implements are stored in a locked, secured **Farm Outbuilding** at the **Premises**, consisting of:

  - ▷ Disk Padlocked doors of solid timber or steel.
  - ▷ The building is of **Standard Construction** with windows protected by solid steel bar grills, expanded metal, welded mesh, or lockable gates or roller shutters. All skylights under 5 metres in height should be protected by bar grills, expanded metal or weld mesh.
  - ▷ An Garda Siochana must be told immediately of any theft.
2. It's also agreed that Average (see conditions applicable to this Section) will not apply to this Subsection.

## 3C All Risks: Agricultural Equipment

 What's covered	 What's not covered
<p><b>We</b> will pay <b>You</b> up to the <b>Sum Insured</b>, as shown in the <b>Schedule</b>, for fire, theft or accidental damage by external means to the Property owned by <b>You</b>, or that <b>You</b> are responsible for within the geographical limits.</p> <p><b>Geographical limits</b></p> <p>(i) Anywhere in Europe.</p> <p>(ii) Anywhere in the world for up to 60 days during any one <b>Period of Insurance</b>.</p>	<p><b>Exclusions applicable to this Subsection</b></p> <p><b>We</b> will not cover <b>You</b> for:</p> <ol style="list-style-type: none"> <li>i. loss or <b>Damage</b> caused by wear and tear, any gradual cause or any process of cleaning, dyeing, repairing or restoring.</li> <li>ii. electrical, electronic or mechanical breakdown or derangement, unless caused by accidental damage to the exterior of the item.</li> <li>iii. loss due to depreciation.</li> <li>iv. loss by theft or any attempted theft when not in use, unless the property is contained in a secure and locked premises.</li> <li>v. loss or <b>Damage</b> from theft or attempted theft from any unattended <b>Vehicle</b>, unless all doors, windows and other points of access have been securely locked and fastened and the keys removed, and any other security devices, including those fitted to trailers, have been correctly set to work.</li> <li>vi. consequential loss of any kind.</li> <li>vii. property in transit for hire or reward.</li> <li>viii. delay, confiscation or detention by any Government or other officials or authorities.</li> <li>ix. loss or <b>Damage</b> directly caused by vermin, insects, toxic mould, fungus or condensation.</li> <li>x. loss, destruction or <b>Damage</b> to livestock, deeds, bonds, bills of exchange, <b>Money</b>, securities for money, bank notes, <b>Credit Cards</b>, stamps, precious stones, jewellery, explosives or goods of a dangerous nature or to any mechanically propelled vehicle.</li> </ol>

### Special Condition applicable to this Subsection

Exclusion (ii) above will not apply to Bulk Milk Tanks and associated apparatus once **You** have a working contract with competent engineers to service and maintain plant and machinery associated with refrigerated, bulk milk, storage tanks, insured at intervals not exceeding 12 months.

## Extensions applicable to Section 3:

### (a) Temporary removal

**Agricultural Produce, Farm Machinery and Implements** are Insured under this Section while temporarily at another location or in transit by road rail or inland waterway in the Republic of Ireland, and Northern Ireland

### (b) Fire Brigade Charges

**We** will cover 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 effect the property insured.

The maximum amount payable is €15,000 in any one period for Sections 1, 2 + 3 combined.

### (c) Walls, gates, fences and hedges

For the purpose of this extension only, the definition of **Farm Outbuildings** shall include walls gates fences and hedges to a maximum limit of €1300 excluding **Damage** by storm.

### (d) Theft of Diesel

**We** will pay **You** up to €1,000 where the Farm Property Section is in place, once there was forcible and violent access to a locked tank. **We** will also extend cover to include damage to the holding tank as a result of theft up to a maximum amount of €500.

**We** will pay **You** up to €1,000 where the Farm Property Section is in place, once there was forcible and violent access to a locked tank.

**We** will also extend cover to include **Damage** to the holding tank as a result of theft up to a maximum amount of €500.

## Exclusions applicable to Section 3:

### What's not covered?

- i. Property more specifically insured.
- ii. Any electrical installation.
- iii. Loss or **Damage** by explosion (whether the explosion is caused by fire or otherwise) except as stated in this documentation.
- iv. Loss or **Damage** to **Agricultural Produce** within 20 metres of a chimney in use (unless specially stated otherwise) if the produce is in the open or in buildings not completely enclosed.
- v. Loss or **Damage** by spontaneous fermentation if there is not actual ignition.
- vi. Flooding on any land owned or leased by **You**.
- vii. Any theft **You** do not immediately report to An Garda Síochána.

# Conditions applicable to this Section:

## 1. Average (Underinsurance)

If the **Sum Insured** is less than the rebuild value of the property, in the event of a claim **We** will only pay an amount proportionate to the **Sum Insured**.

## 2. Additional Interest

If **You** are hiring, leasing or have a similar agreement in relation to a **Farm Outbuilding** that's insured under this **Policy**, **you** must let us know in the event of any **Damage**.

## 3. Inflation Protection cover

**We** will adjust the Property Damage **Sums Insured** under section 3A (Farm Outbuildings and contents) at each renewal in line with suitable indices\* and the renewal premium for this section will be based on the adjusted **Sums Insured**.

\*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index.

## 4. Architects' Surveyors' and Consultants' Fees

The insurance on **Farm Outbuildings** includes an amount for Architects' Surveyors' and Consulting Engineers' Fees incurred in the reinstatement of the property insured, but not for preparing any claim. The amount payable for such destruction or **Damage** plus fees will not exceed the total of the **Sum Insured**.

## 5. Additional Buildings

This Section will, subject to the terms and conditions, extend to cover

- (a) any newly acquired and/or newly erected buildings, machinery and equipment.
- (b) alterations, additions and improvements to **Farm Outbuildings**, but not in respect of any appreciation in value anywhere in the Republic of Ireland.

This provided that

- (i) at any one location, this cover can not exceed 10% of the total **Sum Insured** on the property or €130,000; whichever is less
- (ii) **You** agree to tell **Us** about additional buildings as soon as possible, and to pay the additional premium from the date **You** require cover
- (iii) this extension will be maintained regardless of any specific insurance effected under (ii) above.

## 6. Basic of Settlement (Agricultural Produce)

The value of any **Agricultural Produce** insured by this **Policy** will not be the greater market value, or the value according to the Intervention System of the Common Agricultural Policy of the European Community, that **You** would have been entitled to, if it had been sold into Intervention when any loss destruction or **Damage** occurred.

## 7. Basis of Settlement (Reinstatement – Farm Buildings & Fixed Milk Plant)

If the **Farm Outbuildings** or Permanently fixed Milk Plant and Machinery (described in the **Schedule**) being destroyed or **Damaged** by an Insured **contingency**, the basis on which the amount payable under the Section is to be calculated will be: reinstating the property destroyed or **Damaged**. For the purposes of the insurance under this clause "reinstatement" means the carrying out of the work namely

- (a) where **Farm Outbuildings** are **Damaged**, the rebuilding or replacement by a similar property in a condition equal to, but not better, or bigger than when new.
- (b) where the **Farm Outbuildings** are **Damaged**, repair and restoration to a condition the same as, but not better, or more extensive, than when new.

*Special Provisions to the Reinstatement condition*

- (i) Reinstatement must be completed within a reasonable time, otherwise no payment beyond the amount payable if this Section of this condition was not incorporated, will be made.
- (ii) If a **Farm Outbuildings** insured under this condition is damaged or destroyed in part only, **We** will only be liable up to and including the cost of reinstatement of the entire **Farm Outbuildings**.
- (iii) No payment beyond the amount payable under the Section if this Clause had not been incorporated will be made, until the cost of reinstatement has been made first.
- (iv) Each **Farm Outbuildings** insured under this condition is separately subject to the following Condition of **Average** namely If the **Sum Insured** covers 85% or less of the cost of reinstatement should the whole **Farm Outbuildings** be destroyed by fire, destruction or any insured contingency, you will be liable to cover the remaining costs of reinstatement of the property

- (v) No payment beyond the amount which would have been payable under the Section, if this condition had not been incorporated, will be made if the property or part of the property is covered under another insurance policy that does not have an identical basis of reinstatement as this condition.
- (vi) Your **Farm Outbuildings** must be well maintained and Fixed Milk Plant and Machinery must be housed in suitable buildings.

### 8. Contract Price

In relation to goods that were sold but not delivered because of fire or any other insured **contingency**, they will be valued at the Contract Price. For the purpose of **Average**, the value of all goods to which this condition would in the event of loss or **Damage** be applicable shall be ascertained on the same basis.

### 9. Customers' Goods

Once they are not covered under another insurance policy, **Your** cover will extend to cover **Your** customers goods that **You** are responsible for.

### 10. Electrical Plant

**We** are not liable for electrical plant or fittings that are **Damaged** or destroyed by fire caused by self-ignition, overrunning, excessive pressure, short-circuiting, self-heating or leakage of electricity. **We** are liable for **Damage** or destruction caused to any other plant or fitting affected by fire spreading from the original fire.

### 11. Construction of Buildings

Unless otherwise stated the **Farm Outbuildings** described in your schedule must be of **Standard Construction**.

### 12. Claims retention

Where **We** agree to pay your claim and the settlement amount is less than €40,000 **We** reserve the right to withhold up to a maximum of 5% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by **Us**.

Where **We** agree to pay **Your** claim and the settlement amount is €40,000 or more, **We** reserve the right to withhold up to a maximum of 10% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by **Us**.

### 13. European Union and Public Authorities

The insurance on **Farm Outbuildings** includes the cost of reinstating the Property Insured to comply with any

- ▶ European Union Legislation
- ▶ Act of the Oireachtas
- ▶ Bye-Laws of any public authority.

**We** will not indemnify **you** in respect of

- (a) costs incurred:
- i. for loss or **Damage** not insured by this Section.
  - ii. where you were served notice before the loss or **Damage** happened.
  - iii. where an existing requirement must be finished within a set period.
  - iv. for property or parts of the property, other than foundations (unless foundations are specifically excluded), that have not suffered loss or **Damage**.
- (b) any charge or assessment from capital appreciation following compliance with any legislation or Bye-Law.

### 14. The reinstatement of the Farm Outbuildings:

- (i) must begin and be carried out as quickly as possible.
- (ii) may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability.

The maximum **We** will pay will not exceed the **Sum Insured** specified in The **Schedule**.

### 15. Mortgagees

The Mortgagee in this insurance will not be prejudiced through any act or neglect of the Mortgagor or Occupier of **Farm Outbuildings** if it occurs without the Mortgagee being aware. The Mortgagee must, however, let **Us** know in writing as soon as they become aware of an issue.

### 16. Purchaser's Clause

If **You** sell **Your** interest in a **Farm Outbuilding** and between exchanges of contracts and completion of sale the buildings are damaged by any insured contingency, the purchaser shall be entitled to the benefit from this insurance provided the **Farm Outbuildings** are not insured by or on their behalf.

In the event of a loss, the **Sum Insured** by this section will be automatically reinstated from the date of loss unless **We** or **You** give written notice to the contrary.

Provided always that in the event of reinstatement **you** will pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement.

### 17. Removal of Debris

This Section extends to include costs and expenses incurred by **You** with **Our** consent for:

- (i) Removing debris
- (ii) Dismantling and/or demolishing a damaged building
- (iii) Shoring-up or propping of the sections of the property destroyed or **Damaged** by any of the insured **Contingencies**.

But not the cost or expense:

- a. incurred in removing debris except from the site of property destroyed or **Damaged** and the area immediately adjacent to such site.
- b. arising from pollution or contamination of property not insured by the Section.
- c. Our liability under this clause and the Section shall not exceed the **Sums Insured** under the Section.

### 18. Subrogation Waiver

**We** will waive any rights against:

- (a) **Your** Parent and/or Subsidiary Company once **you** do not receive indemnity or damages from such Company
- (b) anyone who is authorised to use the Property once the act is subject to the terms, conditions and exclusions of the **Policy**.

### 19. Tenancy

**We** must be notified immediately if any **Farm Outbuilding** or portion of building insured is let and used for non-agricultural purposes. **We** also need to be told of all tenancy changes. **Your** interest in the insurance will not be prejudiced by any act or neglect of the tenant(s) of any **Farm Outbuilding** insured if loss or **Damage** is increased without **Your** knowledge once **You** inform **Us** when **You** become aware of it.

**You** must inform **Us** in writing and agree to pay any additional premium.

### 20. Tenant's Improvements

The insurance on **Farm Outbuilding** as described in the **Schedule** is understood to include tenant's improvements, alterations and decorations that **You** are responsible for.



**SECTION 4**

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# Livestock



# Meaning of Defined Terms

## **Livestock**

Livestock are deemed to include cattle, sheep, goats, and horses all owned by **You** and normally kept on **Your** farm.

## **Infertility**

Infertility is proven by production of satisfactory evidence and certification to be permanently impotent or infertile or to be permanently incapable of natural service because of accident illness or disease sustained during the **Period of Insurance**.

## **Slaughter**

Slaughter within 28 days of Injury with **Our** consent or where a registered Veterinary Surgeon certifies that suffering is incurable and so excessive that immediate slaughter is essential for humane reasons.

## **Market Value**

The cost of replacing any animal with one of comparable worth and condition as of the time of Injury.

## **Flood**

Flood is defined as

- (a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam
- (b) inundation from the sea whether from Storm or Tempest or otherwise.

# 4A Fatal Injury



## Limit of Indemnity

The most **We** will pay in the event of a claim under this section 4A and section 4B:

1. Any one animal: the **Livestock** market value as defined and will not exceed €6500 per animal unless previously agreed.
2. All loss during any one **Period of Insurance**: the total **Livestock** sum **Insured** as noted on the **Schedule**.

## Indemnity

**We** will pay **You** for Fatal Injury to **Livestock** belonging to **You**, caused solely by violent, external, accidental and visible means caused by any of the following

 What's covered	 What's not covered
<p><b>Fire</b></p> <hr/> <p><b>Lightning</b></p> <hr/> <p><b>Explosion</b></p>	<p>Fire brought about through any process involving application of heat.</p> <hr/> <p>Any boiler (other than domestic boiler), economiser or other vessel in which internal pressure is due to steam.</p>
<p><b>Collapse of Slatted Units</b></p> <p>Fatal Injury following a fall into slurry tanks as a result of the sudden collapse of a slat in the slatted units on the <b>Premises</b>.</p>	
<p><b>Flood</b></p> <p>Fatal Injury following flooding on land owned or leased by <b>You</b>.</p>	
<p><b>Electrocution</b></p> <p>Fatal Injury from electrocution on the <b>Premises</b>.</p>	
<p><b>Livestock on foot/Straying</b></p> <p>Fatal injury to <b>Livestock</b> while Straying or being led on foot on any public thoroughfare, away from <b>Your Premises</b>.</p>	<p>This excludes Straying from unfenced land, moorland or common land.</p>

**What's covered****Storm****Livestock in Transit**

Fatal injury to Own **Livestock** while in Transit on any public thoroughfare in suitable vehicles. This includes loading and unloading within the Republic of Ireland or Northern Ireland.

*Conditions applicable to this Subsection*

It is a condition of the insurance all vehicles or trailers used for the transit of **Livestock** Insured are suitably constructed for the purpose.

**What's not covered**

- (i) loss, destruction or damage by:
  - a. the escape of water from any natural or artificial water course. lake, reservoir, canal or dam.
  - b. inundation from the sea.
  - c. frost whether by storm or otherwise.

## 4B Livestock Theft

**What's covered**

**We** will pay **You** for loss (but not **Damage** to, or injury) of **Livestock** stolen and unrecovered as a result of theft.

**What's not covered**

- i. Loss where the **Insured**, any member of the **Insured's Family** or **Household**, or any **Employee** is a principal or accessory.
- ii. Loss of **Livestock** stolen from unfenced or common lands.
- iii. Loss occurring outside the Republic of Ireland.
- iv. Any loss not reported to An Garda Siochana within 48 hours.
- v. Any loss where there's no evidence of theft or any loss.
- vi. Any loss while **Livestock** are in transit from the time of loading on to a vehicle, to the time of unloading at the final destination including any periods while parked or stationary.
- vii. Loss of Poultry or Pigs.
- viii. **Excess**. The first €500 of each and every loss.
- ix. Livestock not owned by you or registered in your herd.
- x. **Livestock** taken from an unsecured /unattended pen or field.

## 4C Sheep Worrying

### Limit of indemnity

The amount payable will not exceed the **Sum Insured** option selected and stated on the **Schedule**.

Option A: €4,500

Option B: €7,500

✓ What's covered	✗ What's not covered
<p><b>We</b> will pay <b>You</b> for Fatal injury or necessary slaughter, occurring within seven days to sheep, resulting solely and directly from any dog attack or worrying by dog(s).</p> <p><i>Conditions applicable to this Subsection</i></p> <p>An Garda Síochána must be notified of any incidence of loss within 48 hours.</p>	<ul style="list-style-type: none"> <li>i. Cover does not apply to Fatal Injury caused by dog(s) <b>You</b> own or are owned by any member of <b>Your Family</b> living in <b>Your Household</b> or in <b>Your</b> custody.</li> <li>ii. <b>Excess</b>. The first €100 of each and every loss.</li> </ul>

## 4D Pedigree Livestock

### Limits of Indemnity

The most **We** will pay in the event of a claim under this subsection is:

1. the **market value** of the specified animal or,
2. the values advised by **You** and noted on the **schedule**,  
Whichever is the lesser.
3. **You** must dispose of the animal or carcass and obtain the best price for it or **You** must claim from any statutory compensation scheme where one is available. **We** will reduce any claim payment by this amount.



#### What's covered

**We** will pay **You** for fatal injury or **Infertility** to any animal specified in the **Schedule** following an accident, illness or disease or its necessary **slaughter** (under certificate by a duly qualified veterinary surgeon) within 28 days of such accident – but only to the **Market Value** of the animal at the time of the or to the sum insured stated on the **Schedule** for the specified animal, whichever is the lesser.



**Fatal Injury** shall mean a violent, external, accidental and visible act that causes death during the **Period of Insurance**. It is also understood that **Fatal Injury** includes death by poisoning.



#### What's not covered

- i. **Fatal Injury** to any animal who is 5 years or older at inception of the policy cover, and no renewal will be offered for any animal over 7 years.
- ii. Any animal in respect of congenital **Infertility**.
- iii. Depreciation of any kind.
- iv. For injury to any horse that happens during, or while preparing for, racing hunting, show jumping, gymkhanas, or other competitive event.
- v. Fatal injury to Sheep caused by dog attack or dog worrying.
- vi. Any condition or injury that may result in **Infertility**, inability to perform their function or death that is present from birth or at the time of purchase.

## Extensions applicable to this Section

 What's covered	 What's not covered
<p><b>(a) Veterinary Surgeon's Fees</b>  <b>We</b> will pay Veterinary Surgeon's Fees up to €130 per animal for Injuries caused by <b>Contingency</b>, where the Injury is likely to prove fatal, regardless of whether treatment leads to the recovery of the animal.</p> <hr/> <p><b>(b) Removal of Debris</b>            An amount up to €100 per animal or €1,000 in total in any one <b>Period of Insurance</b> for which <b>you</b> are liable to a slaughter house or bona fide disposal centre for the removal of any carcass incurred as a direct result of loss under 4(A), and 4(D) of this Section.</p>	<p><b>We</b> will not pay for fees incurred after 30 days from the Injury.</p>

## General Conditions applicable to this Section

### 1. Reasonable precautions

In the event of an accident that may give rise to a claim, **You** need to immediately arrange for

- (a) adequate attention and treatment.
- (b) a Veterinary Surgeon's report confirming the injury sustained and cause of injury.
- (c) advise **Us** immediately after any Injury is discovered.

### 2. Average (Underinsurance)

If the **Sum Insured** for the herd is less than the **Market Value** of the herd at its peak, in the event of a claim **We** will only pay an amount proportionate to the **sum insured**.

### 3. Maintenance of Walls and Fencing

All walls, fences and slatted units enclosing areas where **Livestock** are kept be maintained in adequate condition.

### 4. Claims Conditions:

Give **Us** immediate notice and (at **Your** own expense) provide for treatment by a qualified veterinary surgeon.

Within 14 days, send us the following information:

- (a) Vet's report confirming the injury sustained and cause of injury
- (b) Proof of ownership i.e., animal's passport / blue card
- (c) Knackery / Disposal docket
- (d) Confirmation of the estimated weight of the animal
- (e) Vet & knackery / disposal receipts for consideration.
- (f) Any other documentation to assist with the valuing of your animal e.g. pedigree certs. **We** may also need the opportunity to inspect the animal(s) carcass so **You** must not dispose or cut the animal(s) for at least 24 hours after you first informed **Us**.

# General Exclusions applicable to this Section

## What's not Covered?

- i. This Section does not cover Fatal Injury to **Livestock** from:
  - a. slaughter without **Our** consent, except in cases of fracture of a bone or bones requiring immediate slaughter on humane grounds as approved by a veterinarian.
  - b. destruction to comply with requirements of any Statute or any order, a Minister of the Government, a Government Department or Local Authority.
  - c. pregnancy, parturition or castration.
  - d. any surgical operation or administering medication.
  - e. any accident sustained somewhere other than the Republic of Ireland or Northern Ireland.
  - f. horses ridden for hunting, racing, show-jumping, trials, or other competitive events.
  - g. malnutrition or neglect.
  - h. any animals transported for hire or reward.
- ii. No payment will be made for the same animal under more than one of the **contingency's** in connection with the same loss.
- iii. Any consequential loss arising from the death of an animal.



**SECTION 5**

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# Liabilities



# Meaning of Defined Terms

## Employee

- (a) anyone under a contract of service or apprenticeship with **You**.
- (b) anyone hired to or borrowed by **You**.
- (c) anyone in a work experience or training scheme.
- (d) any manager or person supplied by them.
- (e) anyone engaged by labour only sub-contractors.
- (f) anyone self-employed working on a labour only basis under your control or supervision.
- (g) Unpaid Labour/ any labourer working without **Wage or Reward** for **You** in the **Business** excluding **Family**.
- (h) Any **Family** member over 14 years of age voluntarily working for you in the business without **Wage or Reward**.
- (i) Any **Family** member over 14 years of age receiving a **Wage** while working for **You** in the business where their **Wages** are recorded on the **Schedule**

## Asbestos

**Asbestos** or asbestos fibres or derivatives of **Asbestos** or any material containing **Asbestos**.

## Wage and Reward

Any remuneration, payment or benefit given in exchange or recompense for work or labour.

## Offshore

From final departure from land to any offshore rig or any offshore platform, and until return from offshore rig or offshore platform.

## Territorial Limits

- (a) anywhere within the Republic of Ireland, other than **Offshore**.
- (b) anywhere else in the world, other than **Offshore**, for temporary visits in the course of the **Business** by anyone normally resident in the Republic of Ireland
- (c) elsewhere in the world (excluding USA and Canada) for anything sold or supplied by the **Insured**.

## Injury

Death, bodily injury, illness, or disease.

# 5A Public and Products Liability

## Limit of Indemnity

**Our** liability for all damage payable to any claimant or number of claimants as a result of any one occurrence (or series of claimants from one source) will not exceed the limit of indemnity at €6,500,000.

The limit of indemnity is the maximum amount payable in any one period of **Insurance** for anything sold or supplied by **You**.



### What's covered

**We** will cover **You** for sums **You** are legally liable to pay as damages, costs and expenses shown below for accidental:

- (a) **Injury** to anyone.
- (b) loss of, or **Damage** to, material property.
- (c) obstruction, trespass, nuisance, or interference with any right of way, air, light, water or other easement to land that happens in the **Territorial Limits** during the **Period of Insurance**.
  - i. occurring in the course of the **Business**.
  - ii. caused by any nature or condition of anything sold or supplied (or its container) in the course of the **Business**.

1. Other costs and expenses (with **Our** prior written permission) of any claim that could be the subject of indemnity under this Subsection.

2. Solicitors fees (with **Our** written permission when there is a valid claim) for

- a. Defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
- b. representation at a Coroners Court or Fatal Accident Inquiry for any death that may be indemnified under this Subsection.

3. Legal costs and expenses incurred by **You**, and at the request of **You**, any director or **Employee**, with **Our** written consent, and costs awarded against **You** in connection with a prosecution (including an appeal) as a result of an alleged offence occurring during the **Period of Insurance** under the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland once the proceedings relate to the safety, health or welfare of someone other than **Employees**.

## Exclusions to Subsection 5A Public and Products Liability



### What's not covered

#### i. Animal

**We** will not be liable for any claim for an animal (the property of **Yours** or any member of your **Family** or **Household**) that has shown signs of viciousness or sheep worrying.

#### ii. Asbestos

**We** shall not be liable for any claim in respect of liability arising directly or indirectly out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to **Asbestos** or materials or products containing **asbestos** whether or not there is another cause which may have contributed concurrently or in any other sequence.

In relation to loss of or **Damage** to property only that manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of or exposure to **asbestos** is excluded. Part of any such loss or **Damage** which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of, or exposure to **Asbestos** is excluded.

**We** will not cover claims caused by or arising from

- ▶ inhalation or ingestion of **Asbestos**
- ▶ exposure to or fear of the consequences of exposure to **Asbestos**
- ▶ the presence of **Asbestos** in any property or on land
- ▶ investigating, managing, removing, controlling or remediation of **Asbestos**

#### iii. Contractual Liabilities

**We** will not be liable for any claim agreed by **You** that would not have been **Yours** had **You** not agreed to it, unless the conduct and control of claims is vested in **us**, should **We** choose to indemnify but indemnity shall not in any event apply to:

- (a) liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages.
  - i. any contract for or including work outside the **Territorial Limits**.
  - ii. any tenancy agreement.
- (b) legal liability that is **Yours** through an express warranty, indemnity or guarantee given by **You** for any Products Supplied, and that would not be **Yours** in the absence of such warranty or guarantee.

#### iv. Contractors

**We** will not be liable for any claim for loss or **Damage** caused by any sub-contractor or by their employees.

#### v. Craft

**We** will not be liable for any claim on the ownership, possession, hire, or use by or on **Your** behalf of any craft (air or waterborne), or the loading or unloading of such craft.



## What's not covered

vi. **Damage to Property**

**We** will not be liable for any claim of loss or **Damage** to:

- (a) property belonging to **You**.
- (b) property that is leased, let, rented, hired or lent to, or that is the subject of a bailment to **You**.
- (c) that part of any property that **You** or any **Employee** are or have been working on.

This exclusion does not apply to **Employee** or visitor's personal belongings in **Your** custody and control (including vehicles and contents).

vii. **Damage to Goods Supplied**

**We** will not be liable for any claim for:

- (a) any costs incurred in recalling, repairing, replacing, or modifying any product sold or supplied.
- (b) the cost, value or reduction in value of any products sold or supplied, or replacement repair, removal, rectification or reinstatement of any product sold or supplied, where legal liability comes from a defect, harmful nature or unsuitability.

viii. **Defective Premises**

**We** will not be liable for any claim for repairing/rectifying defects or alleged defects in land or premises sold or disposed of by **You** or for any reduction in value.

ix. **Deliberate Acts**

**We** will not cover claims arising from any deliberate act, error or omission where the results are intended, or expected, or are foreseeable by any reasonable person.

x. **Employee**

**We** will not cover claims for bodily **Injury** sustained by any **Employee** arising out of and in the course of their employment with **You**.

xi. **Family/Household**

**We** will not be liable for any claim of **Injury**, illness, disease or material damage of anyone who is a member of **Your Family** or **Household**.

xii. **Goods Supplied to North America or Canada**

**We** will not cover claims caused by or arising from any products, which to **Your** knowledge, are for export, either directly or indirectly to the United States of America or Canada



## What's not covered

### xiii. Pollution and Contamination

- (a) **We** will not be liable for any claim of Pollution or Contamination, other than caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the **Period of Insurance**.

All Pollution and Contamination from one incident shall be deemed to have happened at the time the incident takes place.

- (b) **Our** liability for all compensation payable in relation to all Pollution or Contamination (that is deemed to have occurred during any one **Period of Insurance**) shall not exceed in the aggregate the limit of indemnity stated in the **Schedule**.
- (c) For the purpose of this Clause, "Pollution or Contamination" shall mean:
- i. all pollution or contamination of buildings or other structures, or of water or land or the atmosphere.
  - ii. all loss or **Damage**, or injury directly or indirectly caused by pollution or space contamination.
- (d) Section 5c may provide excess Pollution and Contamination coverages subject to the terms conditions and exclusions of the section

### xiv. Design and advice and treatment exclusion

**We** will not cover any claims caused by or arising from any breach of professional duty in relation to:

- (a) advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification or testing undertaken or given for a fee
- (b) physical, mental or cosmetic treatment of a person (other than first aid treatment).

### xv. Property Used Elsewhere

**We** will not be liable for **Injury**, loss or **Damage** from the use of land or buildings owned or rented by **You** and not forming part of the **Premises** described in the **Schedule**.

### xvi. Property Construction

**We** will not be liable for **Injury**, loss or **Damage** in connection with any construction, renovation, alteration or demolition work on Buildings unless **We** are notified of this work beforehand and **You** give us full details of this work including **Wages**.

### xvii. Quarries

**We** are not liable for **Injury**, loss or **damage** in connection with any commercial use of a quarry or sandpit. Liability in respect of disused quarries is specifically excluded unless the quarry is fully fenced to prevent public access.

### xviii. Tree Falling

**We** are not liable for any claim for tree felling or lopping, other than the felling or lopping' of trees for **Your** own use and on the insured land.

**What's not covered****vii. Vehices**

**We** are not liable for any claim for:

- (a) any vehicle that insurance or security is required for by road traffic legislation if the vehicle is owned, leased, hired, borrowed, or used by **You** or by the person seeking indemnity.
- (b) any trailer or implement that insurance or security is required for by road traffic legislation if such trailer or implement is owned, leased, hired, borrowed, or used by **You** or by the person seeking indemnity.
- (c) the loading or unloading of such vehicle, trailer or implement.
- (d) the bringing of a load to a vehicle, trailer or implement to load it.
- (e) the taking away of a load from a vehicle, trailer or implement after unloading it.
- (f) where compulsory insurance or security is required by road traffic legislation.

For vehicles that don't need compulsory insurance or security by law, **We** will not accept liability unless **You** have advised details to **Us** beforehand and paid a premium on them.

**viii. Weakening of Supports**

**We** will not be liable for any claim for loss or damage to any land, property, building or structure caused by vibration or the removal or weakening of support.

**ix. Fees & Expenses**

**We** will not indemnify **You** in respect of

- (a) fines or penalties.
- (b) costs and expenses incurred by any other Policy.

**Conditions applicable to Subsection 5A Public and Products Liability****1. Adjustment of Wages and Acreage**

The premium for this Section has been calculated on all estimates of **Wages** and acreage supplied by **You**. **You** should keep an accurate record of every **Employee** (including **Your Family** and **Household** if they are specifically included on **Your Schedule**), together with **Wages**, salaries and other earnings paid to these **Employees**. **You** will need (at any reasonable time) to allow **Us** to inspect **Your** records. At the end of each **Period of Insurance**, **You** should supply **Us** with a correct statement or if requested by **Us**, figures certified by **Your** auditors so that the premium for that period can be calculated and the difference paid by or to **You**.

In respect of any claim or claims, **We** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

**2. Cross Liabilities**

If more than one **Insured** is referred to in the **Policy Schedule**, this Section applies to each one as if a separate **Policy** had been issued to each – once the total indemnity payable to all parties does not exceed the Limit of Indemnity.

**3. Burning of Waste and Stubble Burning Condition**

When it comes to burning waste, other materials or timber on **Your** premises (or on land hired or rented by **You**), it's essential the following precautions are taken

- (a) Fire will not be left unattended.
- (b) All fires will be extinguished at least 60 minutes before leaving the area, and an inspection will be made immediately before leaving.
- (c) **You** will take reasonable precautions to prevent smoke or dust escaping in any way that might cause nuisance or danger to passers-by or Third Party property.
- (d) Waste materials will be checked to make sure they do not contain explosive substances or pressurised containers.
- (e) Adequate equipment will be kept at hand at all times for controlling or extinguishing the fire.
- (f) With Stubble Burning, it's essential you create fire breaks of 3 metres or more before burning starts. It must be away from surrounding walls, gates, fences or other boundaries. Burning must not commence when wind conditions could cause accelerated fire spread or excessive smoke drill.

## 5B Employers Liability

### Limit of Indemnity

**Our** liability under this Subsection for damages, costs and expenses payable in relation to any one claim against **You** or series of claims against **You** arising out of one event will not exceed €13,000,000.



#### What's covered

**We** will indemnify **You** against all sums that **You** become legally liable to pay as damages, together with costs and expenses shown below, for **Injury** sustained within the **Territorial Limits**, during the **Period of Insurance** by any **Employee** arising out of their employment by **You** in the course of the **Business**.

#### Costs and Expenses

1. costs and expenses of claimants for which **You** are legally liable.
2. other costs and expenses incurred (with **Our** written consent) in relation to any claim that may be the subject of indemnity under this Subsection.
3. solicitor's fees incurred (with **Our** prior written consent) for
  - a. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**.
  - b. representation at a Coroner's Court or Fatal Accident Inquiry in respect of any death that may be the subject of indemnity under this Subsection.

### Exclusions to Subsection 5B Employers Liability



#### What's not covered

##### i. Asbestos

**We** shall not be liable for any claim in respect of liability arising directly or indirectly out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to **Asbestos** or materials or products containing asbestos whether or not there is another cause which may have contributed concurrently or in any other sequence.

In relation to loss of or **Damage** to property only that manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of or exposure to **Asbestos** is excluded. Part of any such loss or **Damage** which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to **Asbestos** is excluded. **We** will not cover claims caused by or arising from

- ▶ inhalation or ingestion of **Asbestos**
- ▶ exposure to or fear of the consequences of exposure to **Asbestos**
- ▶ the presence of **Asbestos** in any property or on land
- ▶ investigating, managing, removing, controlling or remediation of **Asbestos**

##### ii. Agricultural Work

**We** are not liable for any claim for work other than agricultural or forestry, or where stated in the **Schedule Your** occupation extends to include that of agricultural contractor, excluding contracting other than of a solely agricultural nature. It is noted that work involving renovation, or building of agricultural buildings on the farm is included provided **We** are notified of this work beforehand and **You** give us full details including **Wages**.



**What's not covered****iii. Contractual Liability**

**We** are not liable for any claim where you accept liability, unless the conduct and control of claims stays with **Us**, but indemnity will not in any event apply to:

- a. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages.
- b. any contract for or including the performance of work outside the **Territorial Limits**.
- c. any tenancy agreement.

**iv. Family/Household**

**We** are not liable for any claim for bodily **Injury** to, or illness, or disease of, anyone who is a member of **Your Family** or **Household**, and receiving a **wage** unless the **wages** are recorded on the **Policy Schedule**.

**v. Vehicles**

**We** are not liable for any claim where compulsory motor insurance or security is required under Road Traffic Act legislation.

## Extensions applicable to both Subsections 5A & 5B

### 1. Additional Persons Insured

- (a) On the death of anyone indemnified under this Section, **We** will indemnify in the terms of this **Policy**, the deceased's legal personal representatives, but only in relation to liability incurred by the deceased.
- (b) At **Your** request, **We** will indemnify in the terms of this Section:
  - (i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **You** with the principal to the extent required by such agreement
  - (ii) any director of **Yours** or **Employee** for liability arising from the **Business** once **You** would have been entitled to indemnity under the Section if the claim had been made against **You**.
  - (iii) any officer committee or member of **Your** canteen, sports, social or welfare organisations, fire security, first aid, medical, or ambulance services in their respective capacities as such.
  - (iv) any director or senior official of **Yours** for private work undertaken by an **Employee**.

provided that

- i. they shall act as though they were **You** and observe, fulfil and be subject to the terms of this **Policy** in their respective capacities as such.
- ii. **We** keep sole conduct and control of all claims.
- iii. where **We** indemnify more than one person, the total amount of indemnity payable to everyone for damages will not, under Sub Section 5A, exceed the Limit of Liability.

### 2. Compensation for Court Attendance

In the event any of the persons below attending court as a witness at **Our** request, **We** will provide compensation to **You** at the following rates per day for each day attendance is needed

- (a) any director or partner of Yours €100.
- (b) any Employee €50.

## 5C Environmental Liabilities

For this section (5C) only Our, Us, We will mean XL Insurance Company SE

Section 5C of the Policy is written on a “claims made and reported” basis. It requires that a Claim is made against **You** during the Period of Insurance and reported to **Us** during the same **Period of Insurance** or within thirty (30) days of the expiry date of the **Policy**. Section 5C may also have other provisions that are different from other policies **You** have purchased.

### Cover

#### We'll pay the following on Your behalf:

- (a) Loss You are liable to pay resulting from any Pollution Condition or Natural Resource Damage
1. in, on, at, under, or emanating from a **Premises** arising in connection with Agriculture carried out by **You** at a **Premises**,
  2. arising out of any Agricultural Contracting, or
  3. arising during Transportation, and
- 
- (b) Cleanup Costs **You** are liable to pay resulting from any Pollution Condition or Natural Resource Damage
1. (in, on, at, under, or emanating from a Premises arising in connection with Agriculture carried out by You at a Premises,
  2. arising out of any Agricultural Contracting, or
  3. arising during Transportation,
- provided that the incident that causes the Loss is not caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the Insurance Period.
- 
- (c) Legal Expense connected with any such Loss or Cleanup Costs provided that:
1. the Pollution Condition or Natural Resource Damage commences on or after the Retroactive Date and results in a Claim;
  2. the Pollution Condition or Natural Resource Damage arises from Your fault or negligence or the fault or negligence of any Employee or any other person in Your service during the course of Agriculture, Agricultural Contracting or Transportation;
  3. the Claim is first made against You during the Period of Insurance; and
  4. You notify Us of the Claim in writing during the Period of Insurance or within thirty (30) days of the expiry date of the Policy.

## **Words with special meanings**

In addition to the General Definitions, the following definitions have a special meaning under this Section 5C of the Policy. Each word is listed together with its meaning.

**(a) Above Ground Storage Tank(s)**

Any stationary container or vessel, including associated piping connected to it, and is less than ten per cent (10%) beneath the surface of the ground.

**(b) Agricultural Contracting**

The provision of services by You or on Your behalf for the production of crops and livestock, agricultural haulage or agricultural produce storage.

**(c) Agriculture**

1. dairy, pig, sheep and poultry farming;
2. the production of any consumable produce which is grown for sale or for consumption or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not);
3. the use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery; and
4. Agricultural Contracting.

**(d) Claim**

A demand, notice or assertion of a legal right alleging liability or responsibility on Your part and includes any legal proceedings against You arising out of any Pollution Condition or Natural Resource Damage.

**(e) Cleanup Costs**

1. to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any Pollution Condition provided that payment of such costs is required by law enacted to impose liability for a Pollution Condition, and
2. to carry out any preventive measures, emergency remedial actions and primary, complementary and compensatory remedial measures as specified in the Environmental Liability Directive, provided that such costs have been incurred by:
  - (i) You or on Your behalf; or
  - (ii) a governmental authority acting under authority of a law enacted to impose liability for a Pollution Condition or Natural Resource Damage,

and further provided that such costs are incurred with Our prior written approval[, which will not be unreasonably withheld or delayed].

Cleanup Costs also include costs necessarily incurred by You to repair, restore or replace real or personal property at a Premises which is damaged while incurring Cleanup Costs, to the condition it was in prior to being damaged during the course of incurring Cleanup Costs, provided such costs do not exceed the actual cash value of the real or personal property immediately before the damage and further provided that the costs are not incurred in respect of any improvements or betterments.

Cleanup Costs also include Emergency Costs.

**(f) Emergency Costs**

Reasonable and necessary expenses for emergency measures carried out by You with Our prior approval, which will not be unreasonably withheld or delayed, where any delay by You in carrying them out could result in a Pollution Condition or Natural Resource Damage or a significant increase in the costs of dealing with Claim.

The maximum indemnity limit for Emergency Costs is EUR 25,000.

**(g) Employee**

Any individual under a contract of service or apprenticeship with You.

**(h) Environmental Liability Directive**

Legislation enacted to transpose Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage into the domestic law of the Republic of Ireland, including any amendments to such legislation, provided that the legislation has the force of law.

**(i) Excluded Activities**

Any of the following carried out by You or on Your behalf:

1. any activities falling outside the definition of Agriculture or Agricultural Contracting;
2. any activity including but not limited to intensive farming that requires a licence, permit or other approval or an exemption from a governmental authority under legislation that implements the Industrial Emissions Directive (2010/75/EU);
3. collection, storage, transportation, spreading or spraying of human waste;
4. crop spraying undertaken by any person not holding the appropriate certification;

5. non-recreational fish farming;
  6. for Agricultural Contracting only, the spraying of pesticides, herbicides, insecticides and fungicides;
  7. any waste collection, storage, transfer, treatment, and/or disposal that is not associated with Agriculture and/or is unlawful;
  8. Incineration or landfilling;
  9. Aerobic composting or anaerobic digestion and associated activities; and
  10. waste water treatment.
- (j) Injury**  
Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.
- (k) Legal Expense**  
Reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of a Claim, provided such fees, costs, charges and expenses are incurred with Our prior written approval, which will not be unreasonably withheld or delayed.
- Legal Expense does not include time and expense incurred by You, nor salaries of Employees in assisting in the investigation or resolution of a Claim, nor fees and expenses of lawyers or other experts retained by You.
- (l) Loss**
1. accidental Injury to any person; and
  2. accidental Property Damage, occurring during the Period of Insurance in the Republic of Ireland and caused in connection with Agriculture or arising out of any Agricultural Contracting, or arising during Transportation.
- (m) Natural Resource Damage**  
Physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the Environmental Liability Directive.
- (n) Pollutants**  
Any solid, liquid, gaseous or thermal pollutant, irritant or contaminant or poisonous, noxious or polluting matter, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, hazardous materials, electromagnetic fields, and waste materials, including medical, infectious and pathological waste, and low level radioactive waste.
- (o) Pollution Condition**  
The discharge, dispersal, release, seepage, migration, or escape of Pollutants into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater.
- (p) Premises**  
Any premises within the Republic of Ireland owned, used or occupied by You, provided that the premises are used for Agriculture.
- (q) Products Supplied**
1. products including containers, packaging or instructions sold or supplied; and
  2. work or services undertaken including goods or materials used by You or on Your behalf in the course of the Business.
- (r) Property Damage**  
Physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties, or loss of use of such property that has not been physically injured or destroyed provided that such physical injury or destruction of tangible property or loss of use is caused by a Pollution Condition or Natural Resource Damage.
- Property Damage does not include Cleanup Costs.
- (s) Retroactive Date**  
The date specified in the Schedule for Section 5C or, if no date is specified in that Schedule, the inception date of this section of the Policy.
- (t) Slurry Lagoon**  
A containment area constructed in or on the ground with earthen banks for storing slurry, or actually containing slurry, whether lined or not lined.
- (u) Transportation**  
The carriage of property owned by You on public or private roads, including the loading and unloading of such property, within the Republic of Ireland only by You or Your Employees who are engaged in the business of transporting such property and only when the carriage including loading and unloading of property is in connection with Agriculture.
- (v) Underground Storage Tank(s)**  
Any stationary container or vessel, including the associated piping connected to it, which is at least ten per cent (10%) or more beneath the surface of the ground.

## **Exclusions to this section 5C**

The following exclusions apply to this Section 5C in addition to the exclusions in the general exclusions of the policy.

We won't provide indemnity:

- (a) based upon or arising out of any Pollution Condition or Natural Resource Damage resulting from or related directly or indirectly to any Above Ground Storage Tank at a Premises which at the time of the accidental event that caused the Pollution Condition or Natural Resource Damage is:
  1. not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
  2. constructed prior to 1991; or
  3. for fuels or hazardous chemicals including but not limited to oil and slurry not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres;
- (b) based upon or arising out of:
  1. the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any Pollution Condition or Natural Resource Damage, or breach of any law, permit, notice, order or other written instruction from any governmental authority or representative; or
  2. any Pollution Condition or Natural Resource Damage based upon or arising out of a deliberate act or omission, wilful misconduct or gross negligence on Your part with regard to the maintenance, replacement, repair, restoration, monitoring or improvement of any equipment or facility;
- (c) based upon or arising out of Your assumption of liability in a written agreement or a breach of an agreement to which You are a party. This exclusion does not apply to liability that You would have in the absence of such agreement;
- (d) based upon or arising out of injury to any Employee;
- (e) based upon or arising out of any Excluded Activities;
- (f) based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages;
- (g) based upon or arising out of the unauthorised dumping or any other deposit of waste;
- (h) based upon or arising out of any Pollution Condition or Natural Resource Damage that results from the intentional disregard of, or the deliberate, wilful or dishonest non-compliance, by You with, any law, permit, notice, order or other written instruction from any governmental authority or representative or the Environmental Liability Directive;
- (i) based upon or arising out of the existence, removal or abatement of any of the following:
  1. lead based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead based paint; or
  2. asbestos in any form, including but not limited to products containing asbestos, asbestos fibres, asbestos dust, and asbestos containing materials in, on or applied to any fixture, building or other structure. This exclusion does not apply to Cleanup Costs with respect to soil, groundwater and surface water;
- (j) based upon or arising out of liquid fertiliser;
- (k) based upon or arising out of a material change in the use of any Premises from that set forth by You in the Proposal/Statement of Fact submitted to Us as of the Retroactive Date and/or prior to the inception date of this Policy;
- (l) based upon or arising out of any Pollution Condition or Natural Resource Damage in, on, at, under or emanating from any Premises where the Pollution Condition or Natural Resource Damage commenced subsequent to the time such Premises was sold, given away, or abandoned by You, or divested involuntarily;
- (m) with respect to Property Damage only, damage to any property that is owned, leased or permanently operated from or by You or is in the care, custody or control of You or Your Employee even if damage to such property is incurred to avoid or mitigate Loss or Cleanup Costs or to respond in any way to any Pollution Condition or Natural Resource Damage;
- (n) based upon or arising out of any Pollution Condition or Natural Resource Damage that commenced prior to the Retroactive Date;
- (o) based upon or arising out of any Products Supplied or any goods, materials or products, including their containers, manufactured, sold, handled, distributed, supplied, altered or repaired by You or on Your behalf. This includes reliance upon a representation or warranty made at any time with respect to goods, materials or products, but only if the Pollution Condition or Natural Resource Damage occurs away from a Premises or after physical possession of such goods, materials or products has been relinquished to others;
- (p) based upon or arising out of any sheep dipping which has used, or is using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates;
- (q) based upon or arising out of any Pollution Condition or Natural Resource Damage resulting

from or related directly or indirectly to any Slurry Lagoon at any Premises which at the time of the Claim is not designed, constructed, maintained and used in full compliance with all applicable legislation and/or regulation; and

- (r) based upon or arising out of the existence of any Underground Storage Tank at a Premises the existence of which was known to You at the Retroactive Date.

This exclusion does not apply to an Underground Storage Tank which is:

1. an in-ground treatment process tank open to the atmosphere;
2. a flow through process tank, storm-water or waste water collection system, pit or septic tank;
3. a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor; or
4. a storage tank containing slurry which is constructed, maintained and used in full compliance with all applicable legislation and/or regulation.

- (s) Communicable Disease  
Any illness, sickness, disease, infection, condition, or disorder caused by any contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature.

### **Conditions for section 5C**

- (a) If more than one Claim is made in respect of the same or a related Pollution Condition or Natural Resource Damage happening prior to the expiry date of this Policy each of the Claims shall:
1. be deemed to have been made at the point in time when the first of the Claims was made in writing,
  2. only be the subject of indemnity if they are first made against You within five (5) years of the first Claim and relate to a Pollution Condition or Natural Resource Damage,
  3. provided that any Periods of Insurance subsequent to the date of Claim being made as above shall exclude indemnity in respect of any Claims arising out of such Pollution Condition or Natural Resource Damage.
- (b) In the event any Claim is made against You for Loss or Cleanup Costs, You'll give to Us, whether orally or in writing, notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses as soon as practicable. In the event of oral notice, You agree to furnish a written report to Us as soon as practicable.

- (c) You shall forward to Us every demand, notice, summons, order or other process including but not limited to written communications from a governmental authority received by You or Your representative as soon as practicable.
- (d) No costs, charges or expenses will be incurred, nor payments made, obligations assumed, or Cleanup Costs incurred without Our prior written consent which will not be unreasonably withheld or delayed. In respect of Emergency Costs only, We may give Our prior oral consent in lieu of Our prior written consent.
- (e) We shall have the right, in Our sole discretion, to assume the conduct of the defence and settlement of any Claim.
- (f) If other valid, collectible insurance with any other insurer is available to You covering Loss and/or Cleanup Costs, the cover afforded by this Section 5C shall be in excess of and shall not contribute with such other insurance. Nothing in this section shall be construed to make this Section 5C subject to the terms, conditions, and limitations of such other insurance.
- (g) An incident that would be covered under this section 5C – Environmental Liabilities that is caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the Insurance Period shall be covered under section 5A – Public and Products Liability. Such claims will be handled in accordance with General Condition 9 of the policy wording. The cover provided in this section 5C will be in excess of any coverage afforded under section 5A.

### **Claims notification for section 5C**

Immediately contact the Appointed Loss Adjuster for this section – Telephone +353 1400 5550



## **Regulatory information:**

In respect of Section 5(C) Environmental Liabilities  
Your insurer is:

XL Insurance Company SE

XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.

Registered Office Wolfe Tone House, Wolfe Tone Street

Dublin 1, D01HP90, Ireland

Registered in Ireland Number 641686.

You can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate

## **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of XL Insurance Company SE in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland. Registered in Ireland. Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland. Registered in Ireland Number 641686.

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.

If You wish to make a complaint in relation to Section 5C Environmental Liabilities You can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE, Irish Branch

Wolfe Tone House, Wolfe Tone Street

Dublin 1

D01HP90

Ireland

Phone: +353 01 607 5300

Email: [XLICSEComplaints@axaxl.com](mailto:XLICSEComplaints@axaxl.com)

The complaint will be acknowledged, in writing, within five (5) business days of it being made.

If You remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, You can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Ireland

Email: [info@fspo.ie](mailto:info@fspo.ie)

Telephone Number: +353 1 567 7000

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above.

For more information about ODR please visit <http://ec.europa.eu/odr>

**SECTION 6**

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# **Loss of Income & Crops**





# 6A Personal Accident

## Meaning of Defined terms for this Sub Section

### **Bodily injury**

- ▶ Bodily injury or death, caused by something violent, accidental and that can be seen.
- ▶ Illness resulting from medical or surgical treatment of any injury, resulting in the death or disability as described below within one year of the date of the injury.

### **Losing a limb**

- ▶ A hand or foot being cut off or torn off at or above the wrist or ankle.
- ▶ The total and permanent loss of use of a hand, arm or leg.

### **Loss of sight**

The total and permanent loss of sight in at least one eye.

### **Permanent total disability**

A disability that prevents **You** from working in any job and carrying out your normal duties. It must last for one year after the date of the disability and will most likely continue for **Your** lifetime.

### **Territorial Waters:**

A belt of coastal waters extending at most 12 nautical miles (22.2 km; 13.8 mi) from the baseline (usually the mean low-water mark) of a coastal state.

## Indemnity

**We** will pay the benefits associated with the cover option selected in the **Schedule** as a result of **Bodily Injury**, solely and directly caused by accidental violent and visible and external means, to persons specified in the **Schedule** and happening during the **Period of Insurance**.

## Cover Option 1

	<b>Bodily Injury</b> being the sole cause of	Sum Insured
	1. Death	€60,000
OR	2. Total and irrecoverable <b>Loss of Sight</b> from one or both eyes	€60,000
OR	3. Total loss of one or more limbs	€60,000
OR	4. <b>Permanent Total Disability</b> from attending to business or occupation	€60,000
OR	5. Permanent total disability from attending to usual business or occupation	€300 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	€150 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of €650

## Cover Option 2

	<b>Bodily Injury</b> being the sole cause of	Sum Insured
	1. Death	€100,000
OR	2. Total and irrecoverable <b>Loss of Sight</b> from one or both eyes	€100,000
OR	3. Total loss of one or more limbs	€100,000
OR	4. <b>Permanent Total Disability</b> from attending to business or occupation	€100,000
OR	5. Temporary total disablement from attending to usual business or occupation	€500 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	€250 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of €650

## Cover Option 3

	<b>Bodily Injury</b> being the sole cause of	Sum Insured
	1. Death	€125,000
OR	2. Total and irrecoverable <b>Loss of Sight</b> from one or both eyes	€125,000
OR	3. Total loss of one or more limbs	€125,000
OR	4. <b>Permanent Total Disability</b> from attending to business or occupation	€125,000
OR	5. Temporary total disablement from attending to usual business or occupation	€700 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	€350 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of €650

## Claims Conditions applicable to this Sub-Section

### 1. Evidence of claims

**You** will provide all certificates, completed claim forms and information and evidence **We** need, at **Your** expense, from a registered medical practitioner unless otherwise agreed.

The Person Insured must attend medical examinations, at **Our** expense, as often as required.

**We** are entitled to have a post mortem examination conducted, at **Our** expense, in the case of the death of the Person Insured.

### 2 Notification of Claim

**You** must advise **Us**, as soon as possible (within three calendar months) after any accident that may give rise to a claim under this Section.

### 3 Discharge of our Liability

No benefit is payable until recovery is achieved or full value ascertained. Any benefit **We** pay is full and valid discharge of **Our** liability. In the event of **Your** death, the death benefit will be payable to **Your** legal personal representatives.

### 4 Non-Assignment

**We** will not be concerned with, or affected by, any notice of trust, charge or assignment relating to this Sub Section.

## Conditions applicable to the Subsection

1. All benefits payable must occur occur within 12 months from the happening of the **Bodily Injury**.
2. The cover option selected, the person insured and benefits applicable are noted on the **Policy Schedule**.
3. Temporary total disablement will be payable for a period not exceeding 104 weeks beginning one week after the date on which disablement commences.
4. Temporary partial disablement will be payable for a period not exceeding 26 weeks beginning one week after the date on which disablement commences.
5. Vouched medical expenses are only payable where there is a valid claim under 5 or 6 above has also been admitted by **Us**.
6. Benefit 5 and/or 6 shall only be payable when the total amount in respect of any one period of disablement has been ascertained through recovery or by reaching the maximum benefit, unless otherwise agreed by **Us**.
7. **We** will not pay more than one of the Benefits 1 to 6 arising from the same **Bodily Injury**. Benefits payable under 5 and 6 will be deducted from benefits which subsequently become payable under 1 to 4 from the same **Bodily Injury**.
8. **We** will not pay more than one of the Benefits 1 to 4 in respect of any one Person Insured.
9. **You** cannot claim for both partial and total disablement concurrently.
10. **We** will not pay over 104 weeks benefit in total.

## Exclusions Applicable to this Sub-Section.

### (i) This Section will not apply to Bodily Injury

#### (a) If the Person Insured:

- (i) is affected (temporarily or otherwise) by alcohol or any drug unless the drug is taken with an authorised medical prescription (but not for the treatment of drug addiction).
- (ii) is engaging in any form of aerial flight or attempted flight other than as a passenger in a fully licensed passenger carrying aircraft, not for the purpose of sporting activity in or on the aircraft.
- (iii) Residing permanently outside of the Republic of Ireland.
- (iv) Is engaging in or practising for –
  - ▷ Aquatic or subterranean pursuits or pastimes (other than swimming), involving an element of personal danger or hazard.
  - ▷ Deep sea or aqualung diving,
  - ▷ Yachting or boating outside **Territorial Waters**.
  - ▷ Motor competitions, Motor cycling (as driver or passenger).
  - ▷ Trials of speed or reliability endurance tests.
  - ▷ Polo, Show Jumping, Hunting, Breaking, or Training horses.
  - ▷ Football (of any kind) or Hurling or Rugby.
  - ▷ Racing of any kind other than on foot.
  - ▷ Combat Sports.
  - ▷ Parachuting, Hang Gliding or use of aerial craft other than commercial flight as a passenger.
  - ▷ Winter Sports.
  - ▷ Mountaineering, Rock or Cliff Climbing necessitating the use of ropes or guides.
  - ▷ Use of power-driven, woodworking machinery except portable tools applied by hand and used for private purposes without reward.

#### (b) Due to:

- (i) Working at a height greater than 15 meters.
  - (ii) Any gradually operating cause.
  - (iii) Suicide or attempted suicide.
  - (iv) Any pre-existing physical defect or infirmity, or where the Person Insured has passed their 70th birthday.
- (ii) No Benefit shall be payable for the first week of disablement under Benefits 5 and 6.
- (iii) **We** will not be liable for any person insured engaged in any duties other than those associated with the running of the **Business** noted on the **Schedule**, unless notice of such change was given to us, and **we** agreed by endorsement on the **Policy**.

## 6B Hospitalisation Cover

### Indemnity

**We** will pay the benefits associated with the cover option selected in the **Schedule** for hospitalisation of those specified in the **Schedule** that occurs during the **Period of Insurance**.

The benefit is payable from the fifth consecutive day in a hospital up to a maximum of twelve weeks.

### Cover Option 1

Cover benefit up to €350 per week

### Cover Option 2

Cover benefit up to €700 per week



#### What's not covered

This Section does not cover pre-existing physical defect or infirmity or where the person insured has passed their 65th birthday at the commencement date of the current **period of insurance**.

## 6C Basic Payment Protection

### Indemnity

In the event of a Loss of Basic Payment Scheme Income happening during the **Period of Insurance**, **We** will pay your basic payment scheme entitlement to a maximum of €15,000 following damage to the property resulting from any of the Defined **Contingencies** as insured under Section 3A – Farm Outbuildings & Contents.

This cover applies automatically where Section 3A – Farm Outbuildings & Contents is selected and insured under this **Policy**.

### Conditions applicable to this Subsection

Cover applies in the event of the loss of Basic Payment Scheme for a single year only. Loss of Basic Payment Scheme for future years is not covered.



#### What's not covered

Cover does not apply for any deliberate breach of Basic Payment Scheme terms.

## 6D Loss Of Income

### Meaning of Defined terms for this Sub Section

#### Damage

Damage to **Farm Outbuildings** insured under Section 3A Farm outbuildings and their contents where the **Damage** is caused by any of the listed insured **Contingencies**.

#### Gross income:

The money paid or payable to **You** for professional services provided in the course of your **Business**.

#### Annual Income

The income earned during the twelve months immediately before the date of the **Damage**.

#### Indemnity Period

The period during which the **Business** is affected, starting on the date the **Damage** occurred and ending not later than 12 months.

### Limit of Indemnity

The most **We** will pay **You** during any one **Period of Insurance** is the **Gross Income Sum Insured** shown in your **Schedule** plus professional accountant's charges.

### Indemnity

In the event of interruption to, or interference with **Your Business** at the **Premises** from **Damage** as a result of an insured contingency under section 3 Farm Buildings and contents and is the subject of a valid claim, during the **Period of Insurance**, **we** will indemnify **You** for loss of income and/or additional expenditure if this subsection is operative.

#### Item 1-Loss of Income

The amount payable in Loss of Income will be:

- (a) an amount representing the difference between the **Gross Income** during the **Indemnity Period** as compared to the **Gross Income** during the equivalent period immediately before the **Damage** (same period in the previous year).
- (b) any additional expense **You** incur to prevent, avoid or limit the reduction in Income during the **Indemnity Period** due to the **Damage**
- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

#### Item 2 – Additional Expenditure

This **Insurance** is limited to increased cost of working and the amount payable is the additional expenditure required and reasonably incurred by **You** as a result of the **Damage**, for the sole purpose of maintaining the **Business** during the **Indemnity Period** at a level not exceeding that immediately before the **Damage**.

## Conditions applicable to this Subsection

1. All terms in this Section exclude Value Added Tax as **You** are accountable to the tax authorities for Value Added Tax.
2. Any adjustment made for current cost accounting will be ignored.
3. If during the **Indemnity Period**, farming activities take place elsewhere for the benefit of the business either by **You** or by others on **Your** behalf, money paid or payable in relation to these activities should be included when calculating the Income during the **Indemnity Period**.

### 4. Average (Underinsurance)

If the income noted as the **Sum Insured** is less than the **Annual Income**, in the event of a claim **We** will only pay an amount proportionate to the **Sum Insured**.

### 5. Professional Accountants:

If **You** have professional accountants who regularly keep **Your** books, any particulars or details contained in **Your** books or documents that may be required by **Us** for investigating or verifying your claim can form the basis of evidence for **Your** claim.

**We** will pay reasonable charges payable by **You** to **Your** Professional Accountants for producing proofs, information and evidence. It's understood that the amount payable for these fees will not exceed the scale of various Institutions and/or bodies regulating such charges.

Provided that the sum of the amount payable under this condition and the amount payable under the Section shall not exceed the Limit of indemnity under the Section.

## Material Damage Proviso

The Insurance under this Section is subject to the proviso that at the time when **Damage** occurs, there will be insurance in force covering **Your** interest in the property against such **Damage** at the **Premises** and, that payment shall have been made or liability admitted under this policy, or that payment would have been made or liability would have been admitted, but for the existence of an exclusion of the first part of any loss, under such other insurance.

## Claims Conditions applicable to this Subsection

- (i) Within 30 days after the **Indemnity Period** (or longer if **We** agree in writing) at **Your** own expense, send a statement setting out details of the claim along with with details of all other insurance covering any part of the damage or resulting loss of Income.
- (ii) **You** will (at **Your** own expense) also give **Us** accounts and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by **Us** to investigate or verify **your** claim, along with a statutory declaration of the truth of the claims and any related matter (if requested).
- (iii) No claim under this Section will be payable unless the terms of these conditions have been met. In the event of noncompliance with any of these conditions, any payment of the claim made already must be repaid to **Us** immediately.

## Extension applicable to this Subsection

### Accounts Receivable Extension

In the event of any of accounts or other business books or records at **Your Premises** being destroyed or damaged by Fire as defined under Section 3 of this **Policy** and as a result, **You** are unable to trace or establish the Accounts Receivable in whole or in part, **We** will pay in respect of any one occurrence

- (a) the difference between
  - (i) the Accounts Receivable and
  - (ii) the total of amounts received and traced

or

- (b) €5,000

whatever is the lower amount.

## 6E Loss of Milk



### What's covered

**We** will pay the benefits of the cover option stated in the **Schedule** as a result of Loss of, or deterioration of, milk contained in the bulk tank as a result of

- (a) the failure of any thermostatic controlling devices or the public supply of electricity or
- (b) the accidental failure of the public electricity supply at **Your** supplier's land based generating station or sub station from which you obtain electricity provided **Your** supplier is situated within the Republic of Ireland or
- (c) **Damage** to the bulk milk tank where such failure is not because of a deliberate act or
- (d) loss of own milk because of accidental contamination by antibiotic residue or
- (e) Co-Op being unable to access the **premises** for milk collection due to snow, ice, storm or hurricane. This is limited to €10,000 or 2 claims (whichever is less) in any one **Period of Insurance**.



### What's not covered

Loss occurring as a result of:



- i. Failure of public electricity supply due to deliberate acts of the public electricity supplier
- ii. Loss of milk not evidenced by a co-operative rejection, lab or test result proving antibiotic residue and evidence of a decrease in supply.



# 6F Growing Crops

## Limit of indemnity

If the insured growing crops are destroyed or **damaged** by any of the following **Contingencies**, **We** will pay the value of the growing crops at the time of its loss or depending on the time of the damage to the crop **We** may choose to reinstate the crop, provided that **Our** liability does not exceed the total **Sum Insured**.

 What's covered	 What's not covered
<p><b>Fire</b></p> <hr/>	<p>Fire caused by its undergoing any heating process or any process involving the application of heat or its own spontaneous fermentation, heating or combustion.</p> <hr/>
<p><b>Lightning</b></p> <hr/>	
<p><b>Explosion</b></p> <hr/>	<p>Any boiler (other than a domestic boiler) economiser or other vessel, machine or apparatus where internal pressure is due to steam only and belonging to you or under your control.</p> <hr/>
<p><b>Aircraft</b> and other aerial devices or articles dropped therefrom.</p> <hr/>	
<p><b>Earthquake</b></p> <hr/>	
<p><b>Impact</b> with the Property insured by any road vehicle, train or animal.</p>	<p>Damage caused by <b>Your</b> own animals.</p>

## Exclusion to subsection

Crops planted within 3 Kilometres of a town with a population in excess of 2,000, or within 8 Kilometres of a city.



# 6G Forestry

## Limit of liability

The amount payable will not exceed the **Sum Insured** as stated on the **Schedule**.

## Indemnity

If the forestry insured is destroyed or **damaged** by any of the **Contingencies** listed below, **We** will pay the value of the forestry at the time of its loss or damage, or the amount of the damage, or at **Our** option, reinstate or replace the forestry or any part of it, once **Our** liability doesn't exceed the total **Sum Insured** in the **Schedule**.

 What's covered	 What's not covered
<b>Fire</b> <hr/>	Fire caused by its undergoing any heating process or any process involving the application of heat or its own spontaneous fermentation, heating or combustion.  Cover excludes fire caused by deliberate scrub burning by or on <b>Your</b> behalf. <hr/>
<b>Lightning</b> <hr/>	<hr/>
<b>Explosion</b> <hr/>	A boiler (other than a domestic boiler), economiser or other vessel, machine or apparatus where internal pressure is due to steam only and belonging to <b>You</b> , or under your control. <hr/>
<b>Aircraft</b> and other aerial devices or articles dropped therefrom. <hr/>	<hr/>
<b>Earthquake</b> <hr/>	<hr/>
<b>Impact</b> with the Property insured by any road vehicle, train or animal. <hr/>	<hr/>
<b>Storm</b>	Storm cover is excluded for forestry crops aged 21 years or greater.

## Conditions applicable to this Sub Subsection

### 1. Firebreaks

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

### 2. Average (Underinsurance)

Average (Underinsurance). If the **sum insured** is less than the crop value or the timber at harvest and/or re-establishment costs of the trees, in the event of a claim **we** will only pay an amount proportionate to the **Sum Insured**.

- ▶ All money recovered through salvage will be due to **us**.
- ▶ An **Excess** of €125 applies for each **Contingency** other than storm, where the **Excess** is €3,500.

## Exclusions applicable to the subsection

1. Crops planted within 3 kilometres of a town with a population in excess of 2,000, or within 8 kilometres of a city.
2. Re-Establishment Costs for Plantations over 20 Years of age.

## Extensions applicable to this Subsection

**We** will cover 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 effect the forestry insured.

The maximum amount payable for section 1, 2, 3 and 6 is €25,000 combined for any one period where there is a valid claim for fire brigade charges under section 6.

**SECTION 7**

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# Legal Expenses



# Legal Expenses

## Important information

Legal Advice Line - The legal advisory service provided by the Company on an unrestricted basis to the Insured. If you have a legal or tax issue you can obtain free advice by telephoning 01 8658807. Whilst this Policy remains in force the service may be used as often as necessary.

You can obtain telephone based legal advice on Irish law by calling the AXA legal advice line on 01 8658807.

Advice can be sought on a wide range of areas of law including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any claim under the policy. If you wish to make a claim you must contact the administrator's claims department.

This is a 'claims made' Section of the Policy. It only covers claims notified to the Company during the Period of Insurance.

## **Limits of Liability**

The maximum liability of the Company under this Section is limited to

1. €150,000 Any One Claim
2. €1,500,000 All claims or legal proceedings made and or notified during the Period of Insurance

## Covers Applicable to this Section

### **1. Basic Payment Scheme Protection**

Professional Costs and Expenses to represent your legal rights at an appeal to the Agricultural Appeals Office (AAO) over monies due under the Basic Payment Scheme under the European Communities (Direct Support Schemes) Offences and Control (Amendment) Regulations 2016.

### **2. Contract Disputes**

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980

- (a) Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- (b) the amount in dispute exceeds €375 and is less than the upper limit of the district court
- (c) where the dispute relates to monies owed to the Insured and liability for the debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured. If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

### **Exclusions applicable to 2 Contract Disputes**

- (a) the first €375 of Legal Expenses incurred in Any One Claim
- (b) breach or alleged breach of the duty of a professional
- (c) bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1995
- (d) assignment agency franchise or bailment other than hire
- (e) employment disputes or any dispute in respect of a contract of service
- (f) landlord and tenant disputes
- (g) any dispute to be determined at Arbitration
- (h) construction contracts
- (i) insurance contracts
- (j) disputes arising out of motor vehicles

### **3. Employment Disputes**

- (a) Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and
- (b) Awards of Compensation in respect of such legal proceedings

provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the legal advice line

- (a) prior to carrying out any disciplinary procedure or action
- (b) prior to the dismissal of an Employee
- (c) prior to implementing a redundancy programme and prior to making an Employee redundant
- (d) upon notification formally or informally of a grievance from an Employee
- (e) upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation
- (f) prior to any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- (g) on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

#### **Exclusion applicable to 3 Employment Disputes**

- (a) Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any business transfer falling within the scope of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 or the Acquired Rights Directive

#### **4. Criminal Prosecution Defence**

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under Section 67 of the Safety Health and Welfare at Work Act 2005 or the Food Safety Authority of Ireland Act 1998

#### **Exclusions applicable to 4 Criminal Prosecution Defence**

- (a) the ownership possession hire or use of a motor vehicle
- (b) any prosecution relating to or arising from investigations by the Revenue Commissioners or the Department of Social and Family Affairs
- (c) any prosecution alleging violence or dishonesty

#### **5. Professional Costs and Expenses for Arbitration**

We will pay Professional Costs and Expenses incurred in representing you:

- (a) In arbitration proceedings for disputes under a contract of tenancy or lease where, following the failure to reach agreement between you and the other party, an arbitrator is appointed to determine the rent.

Provided that:

- (a) this policy is operative prior to the original rent review notice
- (b) negotiations have taken place to resolve the dispute before arbitration takes place; and
- (c) all suggested settlements have been, in our opinion, properly assessed; Provided that:
  - (i) the Insured Event occurs during the Period of Insurance;
  - (ii) any proceedings are dealt with by arbitration or the Agricultural Land Tribunal, in accordance with provisions of the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act; and
  - (iii) in civil claims, prospects of success always remain 51% or greater that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

#### **6. Property Disputes**

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

- (a) dispute over the possession of freehold or leasehold Property
- (b) dispute in respect of actual or alleged negligence nuisance or damage to Property including fixtures and fittings provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

#### **Exclusions applicable to 6 Property Disputes**

- (a) mining or other subsidence or heave however caused
- (b) a contract other than agreement for use
- (c) any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory purchase orders or renewal of a contract for use

## 7. Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the Data Protection Act 2018. The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data due to an action arising out of the Data Protection Act 2018 Provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Act 2018 to which the Company has consented

## 8. Tax Protection

Professional expenses incurred by the insured in any Revenue Commissioners (“Revenue”) investigation or VAT dispute against the insured in respect of:

### Sub-Section 8A

Revenue Investigations

- (a) Representation of the insured in a Revenue detailed investigation (comprehensive audit) into an insured’s Self Assessment Return only insofar as the audit relates to the insured’s business affairs
- (b) Representation of the insured at Revenue Employer Compliance dispute into the business’s PAYE/PRSI returns
- (c) Appeals by the Insured at an Appeal Commissioners Hearing (“Hearing”) following a claim in respect of a) and b) above and at the appeal against a decision following such Hearing

Provided that

- (i) in the case of a full audit the Revenue have issued a Notice under Part 38 Chapter 4 Taxes Consolidation Act 1997 (as amended by subsequent Finance Acts and Statutory Instruments)
- (ii) in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Revenue and the dispute follows an audit visit by the Revenue
- (iii) the company has consented to representation at a Hearing and any subsequent appeal

### Subsection 8B – VAT Disputes

- (a) representation of the Insured in respect of the local review procedure in order to reach agreement with Revenue
- (b) representation of the Insured at an Appeal Commissioners hearing
- (c) representation of the Insured at an appeal against an Appeal Commissioners decision

Provided that

- (i) a written decision assessment or statement of alleged arrears has been made by Revenue into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- (ii) the dispute follows a control visit by Revenue and there is a reasonable prospect of reducing the liabilities alleged by Revenue
- (iii) the company has consented to the representation at a VAT Appeal Commissioners appeal and any subsequent appeal

### Exclusions applicable to 8 Tax Protection

- (a) technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the insured’s affair
- (b) the defence of a criminal prosecution
- (c) Taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- (d) any claim or proceedings which result solely from investigation of earlier accounts or records
- (e) any claim made where Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position and/or a restricted loss relief under Part 47 Chapter 6 TCA 1997 as amended
- (f) any claim made where the income tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part 47 Chapter 6 TCA 1997 as amended
- (g) The preparation and/or correction of Self Assessment Returns accounts income tax returns P11Ds P35s VAT returns or any other statutory returns
- (h) Any investigation undertaken by any of the Investigations and Prosecutions Divisions of the Revenue or any enquiry under Sections 27 to 31 of the VAT Act 1972 (as amended)
- (i) An enquiry into the validity of a claim for a spouses increase in the standard rate tax band
- (j) Any dispute in connection with the payment of the National Minimum wage
- (k) A dispute or enquiry in respect of the non operation of PAYE/PRSI where the Revenue take the view that the person engaged is an employee and not a self employed person

## 9. Statutory Licence

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory instrument or by government or local authority to the Insured

Provided that

- (a) such licence or certificate of registration is necessary to engage in the Business activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration
- (b) the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

### Exclusions applicable to 9 Statutory Licence

- (a) the first €375 of Legal Expenses incurred in Any One Claim
- (b) disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal
- (c) any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of the Oireachtas
- (d) any costs incurred in complying with a notice or order whether incidental or not
- (e) any claim or legal proceedings arising out of the use or ownership of a motor vehicle

## General Exclusions Applicable to Section 7

1. The defence of the Insured in civil legal proceedings arising from
  - (a) injury or disease
  - (b) loss destruction or damage of or to property
  - (c) Alleged breach of any Professional Duty
  - (d) any tortious liability (other than as specified in Cover 4 Property Disputes)
2. Any claim or legal proceedings made brought or commenced outside the Territorial Limits
3. Legal Expenses or Professional Expenses incurred without the Company's prior written consent
4. Fines or other penalties imposed by a court or tribunal
5. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
6. Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner
7. Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
8. Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
9. Any Legal Expenses incurred in connection with a judicial review
10. Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured
11. Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
12. Appeals arising out of legal proceedings to which the Company has not granted consent
13. Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance policy or legal aid certificate or representation order



14. Any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind
15. Any dispute between the Insured the Company or the Appointed Representative

### Special Conditions for Claims Settlement Applicable to Section 3

#### 1. Claims Procedure

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured For queries in this regard please contact (01) 8658807

#### 2. The Company's Consent

It is a condition for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

- (a) It is reasonable to incur Legal Expenses or Professional Expenses and
- (b) (i) the Insured has reasonable prospects of recovery of damages or other remedy or
  - (ii) the Insured has reasonable prospects of a successful defence or
  - (iii) where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties

If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

#### 3. Conduct of Claim

##### (a) Choice of Appointed Representative

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first €1,500 of Legal Expenses incurred in respect of Any One Claim In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured propose to instruct must be notified in writing to the Company The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of this Policy and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

##### (b) Disclosure to the Appointed Representative

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession

The Insured must provide obtain or execute all documents as necessary

and attend meetings or conferences as requested Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests

##### (c) The Company's Access to Information

The Company is entitled to receive from the Appointed Representative any information document or advice in connection with any claim or legal proceedings even if privileged On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access

##### (d) Recovery of Costs and Payment of Legal Expenses and Professional Expenses

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay If the Company so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court

The Insured is responsible for payment of all Legal Expenses Professional Expenses or Awards of Compensation The Company will reimburse the Insured or may settle these direct if requested by the Insured to do so

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included those costs are to be repaid to the Company whether actually recovered or not

The Insured and their Appointed Representative must make every effort to make a full recovery of costs Where a settlement purports to be a global or a without costs settlement the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company

**(e) Value Added Tax**

If the Insured is registered for VAT the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills

**(f) Instruction of Counsel and Experts**

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction which will not be unreasonably withheld

**(g) Offer of Settlement**

It is a condition that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer In any settlement the Insured must have regard to Legal Expenses

or Professional Expenses incurred or likely to be incurred and the recovery thereof Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent which will not be unreasonably withheld If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company

#### 4. Appeal Procedure

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgement or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue The Company will inform the Appointed Representative of its decision If the Company so requires it the Insured must co-operate in an appeal against the judgement or decision of a court or tribunal

#### 5. Insolvency or Liquidation of the Insured

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to withdraw that consent The Insured shall be deemed insolvent or in liquidation upon the appointment of a liquidator or a receiver within the meaning laid down in the Companies Acts 1963 to 2006

# Caring For You



# Caring For You

There may be times when **You** feel **You** don't get the service **You** expect from **Us**.

Here's **Our** complaints process to help **You**.

- ▶ For a complaint about **Your** policy, contact **Your Broker** or local **AXA Insurance branch**.
- ▶ For a complaint about **Your** claim, contact **Our** claims action line on **01 8927142**.

If **We** can't sort out **Your** complaint, **You** can contact **Our** Customer Care Department on **0818 505505** or:

- ▶ email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- ▶ write to **AXA Insurance, Customer Care, Freepost, Dublin 1**.

If **You** are unhappy with how **We** have dealt with **Your** complaint, **You** may be able to refer to:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place,  
Dublin D02 VH29.  
Tel: +353 1 567 7000.  
Email: [info@fsp.ie](mailto:info@fsp.ie)  
Web: [www.fsp.ie](http://www.fsp.ie)

## Our promise to you:

**We** will reply to **Your** complaint within five days.

**We** will investigate **Your** complaint.

**We** will keep **You** informed of progress.

**We** will do everything possible to sort out **Your** complaint.

**We** will use feedback from **You** to improve **Our** service.

If **You** wish to make a complaint in relation to Section 5C Environmental Liabilities **You** can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE, Irish Branch  
Wolfe Tone House, Wolfe Tone Street  
Dublin 1  
D01HP90  
Ireland  
Phone: +353 01 607 5300  
Email: [XLICSEComplaints@axaxl.com](mailto:XLICSEComplaints@axaxl.com)

The complaint will be acknowledged, in writing, within five (5) business days of it being made.

If **You** remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, **You** can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Ireland  
Email: [info@fsp.ie](mailto:info@fsp.ie)  
Telephone Number: +353 1 567 7000







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