



# Farm Policy

## Important Information

Please read and keep safe

| Retirement | Investments | Insurance |



# Farm policy

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**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland

A private company limited by shares

Registered in Ireland No. 605769

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5

### Important

In case of accident immediate notice must be given to us. Aviva is very proud of its claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

### Accident Line

Contactable 24 hours a day, 365 days a year  
**1800 147 147**

**In case of accident  
immediate notice  
must be given to us  
by phoning**

**Accident Line**

 **1800 147 147**

For help and advice on all  
motor and property claims

# Introduction

## Your Policy and Schedule

Here is your Farm Policy containing full details of the insurance being provided.

This policy document, your schedule and relevant endorsements outline the cover we are providing to you. The Schedule contains details of the cover you have chosen including the levels of protection provided under each section of the policy. It should be read in conjunction with the the policy document and endorsements.

May We please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

**Important – please note: only those sections showing as in force in the attached schedule shall apply to your particular policy**

## The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, We, Aviva Insurance Ireland DAC, and You, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which Your contract will be concluded is Aviva Insurance Ireland DAC.

## Complaints Procedure

We aim to give excellent service to all Our customers; however, We recognise that things may occasionally go wrong. We will do Our best to deal with Your complaint as effectively and quickly as possible. If You arranged Your cover through an intermediary or broker, please send Your complaint to them. If Your complaint is not sorted out to Your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or you can contact:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)
- **Financial Services and Pensions Ombudsman**,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

You will not lose Your right to take legal action if You contact either of the above.

## Farm Insurance Policy

You, having applied to Us, for this insurance and having paid or agreed to pay the premium, will be provided insurance by Us to the extent of and subject to the terms and conditions of this policy

during any Period of Insurance.

Any proposal, statement of fact, declaration and any other document provided by You to Us for this insurance shall be part of and incorporated into this contract.

This Policy, the Schedule, any Endorsement, where applicable the Certificate of Motor Insurance and the information You have provided (including any proposal form and declaration) shall be read together as one contract. Unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by Us], the insurance cover in respect of those risks will be provided through Our branch in the United Kingdom.

## Cooling Off Period

If You cancel Your policy within 14 working days from the start date of the policy (the "Cooling Off Period"), We will refund Your premium for the period of insurance remaining. To cancel Your policy You need to return any Certificates of Insurance and discs that have been issued under this policy, and which remain effective. We will cancel the policy on receipt of Your instructions, certificates and discs.

If You cancel the policy after the Cooling Off Period, please refer to General condition 4 CANCELLATION of this Policy for terms and conditions.

## Annual Revision of Property Sums Insured and Liability Wages

We continuously monitor a number of Commercial Rebuilding and Consumer Price Indices and adjust Your property Sums Insured using the index that, We feel, best protects You against the effects of inflation and the risk of under insurance in the coming year.

However this universal approach does not take account of the significant differences in the profile of Our individual customer's property exposures and We strongly recommend that You calculate Your private dwelling house and farm outbuildings rebuilding costs using the Society of Chartered Surveyor's guidelines and carry out an inventory, calculating the replacement costs of Your contents and other farming property. We will be happy to adjust Your Sums Insured accordingly. Helpful guidelines can be found on the Society of Chartered Surveyor's Website at <http://www.scsi.ie/>

We do not index-link any Livestock Sums Insured due to their potential variation in valuations from year to year. These items need to be re assessed and adjusted by You accordingly.

We also monitor a number of Earnings Reports and Price Indices (Source: CSO) and We may increase Your wages to reflect annual inflationary changes. We strongly recommend that You review all wages and turnover figures at each renewal.

Details of adjustments applied at each renewal are included in Your renewal notice documentation.

# Definitions

## Insurance Act 1936

All monies which become or may become payable by us under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

## Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

The following definitions apply to this Policy and shall keep the same meaning wherever they appear in the policy or any endorsement to the policy unless an alternative definition is stated to apply.

### **You/Your/Yourself/the Insured**

The person(s) named as Policyholder in the Schedule.

### **We/Us/Our/the Company**

Aviva Insurance Ireland DAC.

### **Unfurnished**

Insufficient furniture for normal occupancy.

### **Credit Cards**

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

### **Sums Insured**

The amounts shown in the Policy Schedule as altered in accordance with the Annual Revision Clause or from time to time by agreement with Us.

### **Home**

Your Private Dwelling House domestic outbuildings and fuel tanks but not any building used in connection with farming.

### **Period of Insurance**

The period from the Effective Date in the Schedule to the date prior to the Renewal Date and any further period for which You have paid or agreed to pay and We have accepted or agreed to accept Your premium.

### **Personal Money**

Cash currency notes bank notes current postage stamps cheques postal and money orders national savings stamps and certificates travel tickets and travellers' cheques gift and book tokens and credit notes.

### **Livestock**

The animals as defined in the Policy Schedule.

### **Situation**

The risk address shown as THE SITUATION in the Policy Schedule

# Section 1 – Dwelling house and contents

This Section details the two alternative options for insuring Your dwelling house and contents:

## OPTION A — HOME COVER

## OPTION B — ECONOMIC ALTERNATIVE COVER

The option which applies is stated in the Policy Schedule.

## OPTION A — HOME COVER

### Buildings and Contents

1 We will pay for loss of or damage to Your Buildings and Contents caused by any of the following Events

#### Events

- (a) **Fire Explosion Lightning or Earthquake**
- (b) **Smoke** but not smog or any gradually operating cause or process nor agricultural or industrial operations
- (c) **Storm or Flood** but not
  - (i) by frost
  - (ii) to fences and gates
  - (iii) caused by water entering Your Home due to wear tear or deterioration.
- (d) **Falling Trees or Branches** but not due to tree felling or lopping operations nor the cost of removing fallen trees or branches unless the cause of an admitted claim
- (e) **Falling Aerials Masts or Dishes** including damage to these but not to aerials and masts over 8 metres in height nor dishes over 1 metre diameter unless otherwise stated herein
- (f) **Aircraft** or other aerial devices or anything dropped from them
- (g) **Impact** by any road vehicle train or anything dropped from them or animal but not damage to Contents unless the Buildings are damaged
- (h) **Subsidence or Heave** of the site on which the Buildings stand or **Landslip** but not
  - (i) the first €625 of any claim for damage to Buildings
  - (ii) loss due to the bedding down of any structures settlement of newly made up ground or coastal erosion
  - (iii) damage to boundary walls fences gates footpaths driveways terraces tennis courts patios and swimming pools unless the Buildings are damaged at the same time by the same cause
  - (iv) loss or damage due to the use of defective materials or faulty workmanship.
- (i) **Leaking or Overflowing of Water or Oil** from within any plumbing, heating or drainage system or fixed domestic appliance.

**Loss of Oil** – We will pay up to €1000 to replace oil lost as a result of this Event.

We will not pay

- (i) The first €450 of any claim under this Event
- (ii) For loss or damage :
  - (a) to Buildings if Unfurnished or unoccupied for more than 60 consecutive days
  - (b) caused by wear tear or deterioration
  - (c) to walls or tiles caused by water from shower units
  - (d) to the component or appliance from which the water leaks (unless caused by freezing).
- (j) **Stealing** or attempted Stealing but not loss or damage
  - (i) where the Buildings are unoccupied for more than 60 consecutive days
  - (ii) of money or stamps **or** while the buildings are occupied by paying guests or used for business purposes **unless** there is forcible and violent entry.
- (k) **Riot Civil Commotion Labour or Political Disturbances Strikes Vandalism or Malicious Acts** but not
  - (i) to boundary walls fences gates footpaths driveways terraces tennis courts patios and swimming pools
  - (ii) if the Buildings are Unfurnished or unoccupied for more than 60 consecutive days
  - (iii) by vandalism or malicious acts committed by a person lawfully on the premises.

### Breakage of Glass

- 2 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 and sanitary ware but not
- (i) hand mirrors
  - (ii) when the buildings are Unfurnished.

### Service Pipes and Cables

- 3 We will pay for accidental damage to service pipes cables and underground tanks for which You are responsible and which service the Buildings.

### Domestic Employees' Effects

- 4 We will pay for loss or damage caused by any of the Events (a) to (k) above to Clothing and Personal Goods belonging to Domestic Servants while such property is in Your Home or while with You or Your family temporarily in any other residence but not loss of or damage to
- (i) money and stamps
  - (ii) property more specifically insured.

### Contents Temporarily Removed

- 5 We will pay for loss of or damage to Contents (except property at an exhibition, furniture depository or sale room or in transit thereto or therefrom) while temporarily removed but remaining in Republic of Ireland, Great Britain, Northern Ireland, Channel Islands or the Isle of Man caused by
- (a) Any of the Events (a) to (k) above excluding

- (i) Storm and Flood as regards property in transit and
  - (ii) Stealing or attempted stealing except as follows.
- (b) Stealing or attempted stealing
- (i) from any Bank Safe Deposit or occupied private dwelling
  - (ii) from any building where You or any household member is employed or engaged in business
  - (iii) from any other building involving entry or exit by force
  - (iv) in course of removal to or from any Bank or Safe Deposit by You a household member or authorised employee.

excluding Stealing of Money and Stamps

- (i) where such stealing does not involve entry or exit by force
- (ii) whilst in course of removal as in (b) (iv) above.

#### **Architects' Surveyors' Legal and other Fees and Associated Costs**

6 Within the overall limit of the sum insured on Buildings We will where We are liable under this Section of the Policy for the reinstatement replacement or repair of the Buildings also pay for

- (i) Architects' Surveyors' and Legal Fees necessarily and reasonably incurred
- (ii) the cost of shoring up demolishing or dismantling any part of the Buildings and removing debris
- (iii) the additional cost of complying with current statutory Building Regulations

but excluding fees charged for the preparation of any claim.

#### **Death Benefit**

7 We will pay a benefit of €6,500 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 are named as the Policyholder the benefit will be divided equally between the persons named.

#### **Door Locks Replacement**

8 We will pay the replacement costs of external door locks where the keys of these locks have been stolen.

#### **Jury Service**

9 We pay a benefit of €15 per day (up to a total of €390) for each day or part day attended at Court by You or Your spouse.

#### **Credit Cards**

10 We will pay up to an amount of €650 for which You or any family member permanently residing with You becomes legally liable to pay as a result of the loss of Credit Cards but excluding losses due to non-compliance with the conditions of the company issuing the Credit Cards.

#### **Fire Brigade Charges**

11 Your policy includes cover for 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 by this Section (& Section(s) 2 or 5 if insured) in circumstances which have given rise to a valid claim under Your policy. The maximum amount payable is €10,000 in any one period across Section(s) 1, 2 or 5 if insured.

#### **Alternative Accommodation**

12 If the Buildings are made uninhabitable by any of the events (a) to (k) above then We will pay for any loss of rent together with reasonable additional expenses necessarily incurred by You for alternative comparable accommodation but only for as long as it is necessary to render the Buildings habitable and subject to a maximum total benefit of 15% of the sum insured on Buildings.

#### **Property in the Open**

13 We will pay for loss or damage to the Contents up to an amount of €260 by Stealing or attempted Stealing while in the open within the boundary of the site on which the Buildings stand.

#### **Frozen Foods**

14 We will pay for loss or damage to Frozen Foods in a domestic freezer in the Buildings defined in this Section caused by

- (a) a change in temperature or
- (b) leakage of refrigerant or refrigerant fumes.

for an amount up to €650 in total but excluding

- (i) the first €75 of any claim
- (ii) loss or damage due to
  - (a) any deliberate act or neglect
  - (b) the withholding or restricting of supply by the Electricity Authority
  - (c) labour or political disturbances or strikes.

#### **All Risks Cover (1, 2 or 3 (specific items) as stated in the Schedule)**

15 This cover is operative only when specially selected and so indicated 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 as stated.

#### **Definitions (applicable to Cover 15)**

##### **(a) Geographical limits**

Europe Mediterranean Coast and Islands Madeira and Canary Islands or in transit within this area

For 30 days in any one Period of Insurance Your property is covered anywhere in the world

##### **(b) Valuables and other Effects**

Jewellery Watches Furs Articles of Precious Metals  
Photographic Apparatus Binoculars Sports Equipment  
Clothing Personal Effects Luggage Containers Pedal  
Cycles and Personal Money (see definition page 2)

**but excluding**

Stamps Documents Securities Contact Lenses Household Goods and Domestic Appliances Caravans Vehicles Car Phones Watercraft or parts or accessories of any of them Musical Instruments Camping Nautical or Underwater Equipment and Racquets in course of play.

**Limits of liability** (applicable to Cover 15)

(a)	Pedal Cycles	—	€330 in total in any one Period of Insurance
(b)	Personal Money		
	All Risks Cover 1	—	€100 any one claim
	All Risks Cover 2	—	€160 any one claim
	All Risks Cover 3	—	not available
(c)	All valuables and other Effects		
	All Risks Cover 1	—	5% of the sum insured on Buildings subject to a limit of €1,300 for any Single Article
	All Risks Cover 2	—	10% of the sum insured on Buildings subject to a limit of €2,000 for any Single Article
	All Risks Cover 3	—	specified items as noted on the schedule, subject to a maximum limit of €2,500 any single article.

**Exclusions** (from Cover 15)

- (i) The first €75 of any claim
- (ii) Loss or damage
  - (a) to any Pedal Cycle while being used for racing pacemaking or speed testing for hire or reward or by a child under 10 years of age or while parked unless securely locked
  - (b) to any Pedal Cycle parts unless the Pedal Cycle is stolen or damaged at the same time
  - (c) to property used for professional or commercial purposes
  - (d) due to
    - (i) delay confiscation or detention by customs or other officials or authorities
    - (ii) wear tear depreciation corrosion or deterioration
    - (iii) mechanical or electrical defects moths vermin rust cleaning dyeing or restoration
    - (iv) atmospheric or climatic conditions.

**Radios Televisions Video and Hi-Fi Equipment**

- 16 Accidental damage caused by external means to radios televisions video and hi-fi equipment and home computers while in Your Home excluding electrical and mechanical breakdown accidental or malicious erasure destruction distortion or corruption of data or programs.

**CLAUSES** (applicable to Option A)**Cancellation of Insurance by You**

- 1 You may cancel the insurance under Section 1 of this Policy at any time by giving written notice to Us.

**Maintenance and Repair of Buildings**

- 2 It is a condition of the insurance under Section 1 that the Buildings are maintained in good repair.

**Reinstatement of Sums Insured**

- 3 The Sums Insured under this Section will not be reduced by the amount of any claim.

**Basis of Settlement**

- 4 Any claim admitted will be settled without deduction for wear tear depreciation or deterioration if
- (i) the Buildings have been maintained in good repair
  - (ii) the sum insured on Buildings is at least equal to the cost of total reinstatement
  - (iii) reinstatement has been effected
  - (iv) in the case of Contents the claim does not relate to clothing and household linen.

**Purchaser's Clause**

- 5 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 insured Event 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 otherwise insured by or on his/her behalf.

**Index Linking**

- 6 The sum insured on Your Buildings may be Index-Linked and may be automatically revised on an annual basis in accordance with the relevant Rebuilding indices. Details will appear in Your Renewal Notice.

**Trace and Access**

- 7 In the event of damage by oil or water leaking or overflowing from within any plumbing, heating or drainage system or fixed domestic appliance We will cover You for costs necessarily and reasonably incurred by You in locating the source of the damage to effect repairs and the costs of making good. The maximum We will pay under this extension is €2,000. We will not be liable to pay the first €175 of any claim under this clause.

**EXCEPTIONS** (to Option A)

We will not cover loss or damage caused by wear, tear or by anything which happens gradually. We will not be liable to pay the first €175 of any claim under this Section other than under Covers 7 (Death Benefit), 9 (Jury Service), 10 (Credit Cards), 13 (Property in the Open), 14 (Frozen Foods) and 15 (All Risks).

Note — See also exclusions under Event 1 (i) Leaking or Overflowing of Water or Oil, Cover 14 (Frozen Foods) and 15 (All Risks) in respect of which specific excesses apply.

## LIMITS OF LIABILITY (to Option A)

- |   |  |   |   |
|---|--|---|---|
| 1 | jewellery watches furs articles of precious metals pictures works of art television video audio or computer and photographic apparatus |   |   |
|   | (i) any single item  | — | €1,300  |
|   | (ii) in total  | — | 10% of the Buildings sum insured or €9,600 whichever is the greater |
| 2 | Any one claim under Covers 1 to 6  | — | the Sums Insured in Section 1 of the Schedule.                      |

## DEFINITIONS (applicable to Options A and B)

### Buildings

- 1 The Private Dwelling House occupied by You for residential purposes built of brick stone or concrete and roofed with slates tiles concrete or other incombustible materials or as advised to and accepted by Us and its domestic outbuildings swimming pools fuel tanks septic tanks interior decorations landlord's fixtures and fittings terraces footpaths driveways patios tennis courts wall fences and gates all situated on Your farm at the Situation named in the Policy Schedule **but excluding** stables garages outbuildings fences and gates used for farming or any other business purpose.

### Contents

- 2 The Household Goods and Personal Effects of every description (including money postal and money orders cheques travel tickets and stamps not exceeding €130 in all) while in the Buildings and which belong to or are Your responsibility or any member of Your family or household **but excluding** documents securities medals coins caravans motor vehicles (including ride-on lawnmowers) or trailers or watercraft or parts or accessories of any of them Livestock and horses used in connection with farming farming stock and utensils and property more specifically insured.

## OPTION B — ECONOMIC ALTERNATIVE COVER

### Buildings and Contents

- 1 We will pay for loss of or damage to Your Buildings and Contents caused by any of the following Events.

#### Events

- (a) Fire Explosion Lightning or Earthquake
- (b) Aircraft or other aerial devices or anything dropped from them.

### Contents Temporarily Removed

- 2 We will pay for loss of or damage to contents (except property at an exhibition, furniture depository or sale room or in transit thereto or therefrom) while temporarily removed but remaining in Ireland Great Britain, Northern Ireland, the Isle of Man or Channel Islands caused by any of the Events (a) or (b) under this Option.

### Fire Brigade Charges

- 3 Your policy includes cover for 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 by this Section (& Section(s) 2 or 5 if insured) in circumstances which have given rise to a valid claim under Your policy. The maximum amount payable is €10,000 in any one period across Section(s) 1, 2 or 5 if insured.

## CLAUSES (applicable to Option B)

### Basis of Settlement

- 1 Any claim admitted will be settled without deduction for wear, tear, depreciation or deterioration if
- (i) the Buildings have been maintained in good repair
  - (ii) the sum insured on Buildings is at least equal to the cost of total reinstatement
  - (iii) reinstatement has been effected
  - (iv) in the case of Contents the claim does not relate to clothing and household linen.

### Definitions

- 2 Under this Option the terms **Buildings** and **Contents** have the same meaning as described under Option A.

### Average

- 3 The Sum Insured on Buildings under this Option is subject to Average that is if the value of the Buildings shall immediately before the happening of an insured Event be of greater value than such Sum Insured then You shall be considered as being Your own insurer for the difference and shall bear a rateable part of the loss accordingly.

### Limits of Liability

- 4 Any one claim in respect of Buildings — the Sum Insured on Buildings in Section 1 of the Schedule  
Any one claim in respect of Contents — the Sum Insured on Contents in Section 1 of the Schedule.

### Purchaser's Clause

- 5 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 insured Event 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 otherwise insured by or on his/her behalf.

### Unoccupancy

- 6 If the Buildings become vacant and remain so for more than 60 days no cover applies thereafter under this option for the remainder of any Period of Insurance. "Vacant" is defined as not occupied by any authorised person for residential purposes.

### Index Linking

- 7 The sum insured on Your Buildings may be Index-Linked and may be automatically revised on an annual basis in accordance with the relevant Rebuilding indices. Details will appear in Your Renewal Notice.

## EXCEPTIONS (to Option B)

We will not cover loss or damage caused by wear tear or by anything which happens gradually.

## LIABILITIES

(applicable to Option A Home Cover and Option B Economic Alternative)

### Public and Personal Liabilities

- 1 We will indemnify You in respect of Your legal liability for
  - (i) damages and claimants' costs and expenses
  - (ii) any other costs and expenses incurred with Our written consentin respect of
  - (a) bodily injury to or illness or disease of any person who is not a member of Your family or household or Your employee or an employee of a member of Your family or household
  - (b) loss of or damage to any property but not property belonging to or in charge of or under the control of Yourself or a member of Your family or household or Your employee or an employee of a member of Your family or householdincurred during the Period of Insurance
  - (i) in Your personal capacity
  - (ii) as an owner or occupier of the Buildings for accidents in or about the Buildings.

The limit of Our liability for all claims due to the original cause shall not exceed the sum of €1,300,000 We will also indemnify any member of Your household or any domestic employee performing any duty on Your behalf in the event of Your death or that of any person entitled to indemnity We will indemnify the legal personal representatives for any liabilities incurred and covered by this Section of the Policy.

Excluding any legal liability arising from

- (i) any profession or business
- (ii) tree felling or lopping operations
- (iii) the ownership or occupancy of any land or buildings other than as described in this Section
- (iv) incidents occurring outside Republic of Ireland, Great Britain, Northern Ireland, Channel Islands, the Isle of Man, Continent of Europe or Mediterranean Islands

(see also:- **3 Liability Exclusions** below).

### Liability to Domestic Employees

- 2 We will indemnify You in respect of Your legal liability for
  - (i) damages and claimants' costs and expenses
  - (ii) any other costs and expenses incurred with Our written consent

in respect of

bodily injury or disease to any Domestic Employee (including chauffeurs and golf caddies) temporary and occasional employees or any person carrying out repairs or decorations while employed by You in connection with the Buildings as defined in this Section or any temporary residence and occurring during the Period of Insurance.

The limit of Our liability for all claims due to one original cause shall not exceed the sum of €2,600,000 including all legal costs and expenses incurred

Excluding any legal liability arising from

- (i) any involvement in farming
  - (ii) accidents to any member of Your family or household
- (see also:- **3 Liability Exclusions** below).

**Liability Exclusions** (applicable to 1 Public and Personal Liabilities and 2 Liability to Domestic Employees)

- 3 We will not provide indemnity in respect of legal liability for or arising out of or in connection with:
  - (a) the ownership possession or use of dangerous dogs as specified in Regulations made under the control of Dogs Act 1986 or amendments thereto, if such ownership possession or use is not in accordance with the proviso of such Regulations.
  - (b) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives variations or treatment thereof however caused.
  - (c) Deliberate acts or omissions, including public and private nuisance.
  - (d) Assumed or imposed by any agreement unless liability otherwise would have applied.
  - (e) The ownership possession or use of any Motor Cycle, Motor Vehicle (other than ride-on lawnmower or ride-on golf buggy), Horsedrawn Vehicle, Aircraft (other than model aircraft), Power driven Boat or Yacht, or Firearms (other than sporting guns).
  - (f) Any trailer for which compulsory insurance or security is required by any road traffic legislation if such trailer is owned leased hired borrowed or used by You or by the person seeking indemnity.
  - (g) The supply of any product.

# Section 2 – Farming property

## COVER

We will pay for loss of or damage to the property insured by this Section caused by any of the following events

## EVENTS

- 1 **Fire** not occasioned by or happening through its undergoing any process involving the application of heat
- 2 **Lightning**
- 3 **Explosion** but not of any boiler (other than a boiler for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control
- 4 **Aircraft** and other aerial devices or articles dropped therefrom
- 5 **Earthquake**
- 6 **Impact** with the property insured by any road vehicle excluding destruction or damage to property in transit
  - (a) not belonging to or under the control of You or Your employees
  - (b) belonging to or under Your control or Your employees excluding the first €125 of each and every loss as ascertained after the application of any condition of Average.
- 7 **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in Labour Disturbances or MALICIOUS PERSONS excluding
  - (a) loss or damage occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority
  - (b) loss or damage resulting from cessation of work
  - (c) as regards destruction or damage (other than by fire or explosion) directly caused by Malicious Persons not acting on behalf of or in connection with any Political Organisation
    - (i) destruction or damage by stealing/theft
    - (ii) the first €315 of each and every loss as ascertained after the application of the condition of Average.
- 8 **Subterranean Fire.**

## DEFINITIONS

### Specification of Insured Property

- 1 The property summarised in Section 2 of the Schedule is defined as follows
  - Item 1 Roots and Potatoes** in the open on Your farm at the Situation
  - Item 2 Silage** in the open or in detached buildings at the Situation
  - Item 3 Agricultural Produce** and farming stock including hay straw and growing crops (but excluding livestock and that property described in Items 1, 2 and 5 of 'Specification of Insured Property') at the Situation
  - Item 4 Poultry Rearing Houses** at the Situation

**Item 5 Poultry** at the Situation

**Item 6 Farming Machinery and Equipment** belonging to You or for which You are responsible excluding

- (a) power driven vehicles and
- (b) machinery and accessories if and so far as they are otherwise insured

**Item 7 Buildings of all farm outbuildings** at the Situation not otherwise specified in the Schedule

**Other property** insured (if any) as detailed in Section 2 of the Schedule forming part of this Policy.

### Construction of Buildings

- 2 Unless otherwise indicated in the policy all the buildings insured by this Section are built of brick stone, steel or concrete and are roofed with slates tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients.

## EXTENSIONS

### Temporary Removal – Agricultural Produce Poultry Machinery and Equipment

- 1 Any such property insured under this Section is covered whilst temporarily at any other situation and in transit by road rail or inland waterway in the Republic of Ireland and Northern Ireland.

### Fire Brigade Charges

- 2 Your policy includes cover for 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 by this section (also sections 1 & 5 if insured) in circumstances which have given rise to a valid claim under Your Policy. The maximum amount payable is €10,000 under section 2 and/or sections 1 & 5 if insured.

## LIMITS OF LIABILITY

Our liability under this Section shall not exceed in respect of

- 1 **Any one item of the Schedule**  
The Sum Insured thereon in the Schedule
- 2 **All loss or damage during any one Period of Insurance**  
The Total Sum Insured in Section 2 of the Schedule.

## EXCEPTIONS

This Section does not cover

- 1 property more specifically insured
- 2 loss or damage to the electrical installation or appliances caused by self-ignition
- 3 destruction or damage by explosion (whether the explosion be occasioned by fire or otherwise) except as stated herein
- 4 Agricultural Produce within 20 metres of a chimney in use (unless specially stated otherwise) if such produce is in the open or in buildings which are not completely enclosed
- 5 destruction or damage by spontaneous fermentation if there is no actual ignition.

## CLAUSES

### Average

- 1 The Sum Insured by each Item of Insured Property is subject to Average that is if the property covered thereby shall immediately before the happening of an insured Event be collectively of greater value than such Sum Insured then You shall be considered as being Your own insurer for the difference and shall bear a rateable part of the loss accordingly.

### Basis of Settlement

- 2 The value of any Agricultural Produce insured by this Policy shall be deemed to be the greater of the market value or the value according to the Intervention System of the Common Agricultural Policy of the European Community which You would have been entitled to if it had been sold into Intervention at the time of any loss destruction or damage.

Any claim admitted other than for Agricultural Produce will be settled with a deduction for wear, tear, depreciation or deterioration. This deduction will be to the amount of the said wear, tear, depreciation or deterioration.

### Purchaser's Clause

- 3 If You should enter into a contract to sell Your interest in any buildings insured under this Section and between exchanges of contracts and completion of sale the buildings are damaged by any insured Event 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 otherwise insured by or on his/her behalf.

### Additional Interest

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

### Adjoining Buildings

- 5 It is understood that except where specifically insured small outside buildings and their contents and the buildings and contents of an extension to and communicating with any of the previously described buildings are held to be insured under the respective items applying to the building or contents to which such property is attached or belongs.

### Architects' Surveyors' and Consultants' Fees

- 6 The insurance by each item on buildings includes an amount in respect of Architects' Surveyors' and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

### Automatic Cover

- 7 This Section shall subject to the terms and conditions herein extend to cover

- (a) any newly acquired and/or newly erected buildings machinery and equipment insofar as the same are not otherwise insured and
- (b) alterations additions and improvements to buildings but not in respect of any appreciation in value anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that
  - 1 at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €130,000 whichever is less
  - 2 You undertake to give particulars of such additional insurance as soon as practicable and to pay the prorata additional premium from the date of inception hereof the Section to be endorsed accordingly from the date of commencement of Our liability
  - 3 the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under 2 above.

N.B. Loss destruction or damage caused by Explosion Riot and Civil Commotion or Malicious Persons is excluded in Northern Ireland in respect of newly acquired and/or newly erected buildings machinery and plant.

### Contract Price

- 8 In respect only of goods sold but not delivered for which You are responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of the fire or any other peril hereby insured against either wholly or to the extent of the loss or damage Our liability shall be based on the Contract Price and for the purpose of Average the value of all goods to which this clause would in the event of loss or damage the applicable shall be ascertained on the same basis.

### Customers' Goods

- 9 Insofar as such property is not otherwise insured this Section extends to cover goods of Your Customers for which You have made Yourself responsible even though such goods shall have been bought and paid for.

### Electrical

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

### Mortgagees

- 11 The interest of the Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or Occupier of any buildings hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee provided the Mortgagee shall immediately on becoming aware thereof give notice in writing to Us and on demand pay such additional premium as We may require.

## Section 3 – Livestock

### Reinstatement of the Amount of any Loss

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

### Removal of Debris

- 13 This Section extends to include costs and expenses necessarily incurred by You with Our consent
- Removing debris
  - Dismantling and/or demolishing
  - Shoring-up or propping
- of the portion or portions of the property destroyed or damaged by any of the Events but not the cost or expense
- incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
  - arising from pollution or contamination of property not insured by the Section

Our liability under this clause and the Section shall in no case exceed the Sums Insured under the Section.

### Subrogation Waiver

- 14 We will waive any rights against
- Your Parent and/or Subsidiary Company if any provided that You do not receive any form of indemnity or damages or otherwise from such Company
  - any authorised user of the Property in the exercise of the authority granted provided that such user shall in like manner to You be subject to the terms conditions and exceptions of the Policy.

### Tenancy

- 15 Your interest in the insurance shall not be prejudiced by any act or neglect of the tenant(s) of any building hereby insured whereby the danger of loss or damage is increased without Your knowledge provided You shall immediately on becoming aware thereof give notice in writing to Us and on demand pay such additional premium as We may require.

### Tenant's Improvements

- 16 The insurance by each item on Buildings is understood to include tenant's improvements alterations and decorations for which You are responsible.

### Workmen

- 17 Workmen are allowed on Your farm for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

### Walls Gates Fences and Hedges

- 18 The definition of item 7 is extended to include walls gates fences and hedges. The maximum limit provided by this extension is €1,300 any one loss. Damage resulting from stubble burning is excluded.

## COVER

The following covers **A** to **E** are operative only where selected and so indicated on Policy Schedule.

### BASIC COVER

We will pay for loss or injury to the property insured by this Section directly caused by any of the following events:

#### A Events

- Fire** not occasioned by or happening through its undergoing any process involving the application of heat.
- Lightning.**
- Explosion** but not of any boiler (other than a boiler for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control.
- Aircraft** and other aerial devices or articles dropped therefrom.
- Earthquake.**

We will also pay for loss or injury caused by any of Events 1 to 5 above to the property insured whilst temporarily at any other situation and in transit by road rail or inland waterway in the Republic of Ireland and Northern Ireland.

### FATAL ACCIDENT

We will pay for loss by death (including slaughter on humane grounds) of the property insured by this Section:-

#### B Resulting directly from **electrocution**

#### C As a result of accidental violent external and visible means

- whilst the animals are on Your premises excluding the first €1500 of each and every loss
- or whilst the animals are straying from Your premises, being driven or led on foot on any public thoroughfare
- or as a result of accidental poisoning
- or accidental death to Livestock as a result of collapse of slatted units.

#### D As a result of accidental violent and visible means whilst **in transit** on any public thoroughfare in suitable vehicles including loading and unloading and attendance at any sale or show on land within the Republic of Ireland or Northern Ireland.

### SHEEP WORRYING

- E** We will pay for loss by death (including slaughter on humane grounds) of Sheep resulting directly from any **dog attack** or **worrying by dog(s)**.

## DEFINITIONS

### Property Insured

The Livestock described as insured in Section 3 of the Policy Schedule all owned by You and normally kept on the farm at the Situation.

### Livestock

The animals as defined in the Policy Schedule.

## LIMITS OF LIABILITY

The limit of Our liability under this Section shall be

- 1 Livestock: Fatal Accident Cover C (i) only – the cost of replacing any animal with one of comparable worth and condition in respect of loss by death (including slaughter on humane grounds) of the property insured by this Cover as a result of accidental violent external and visible means whilst the animals are on Your premises but not exceeding an amount of €3,000 per animal unless otherwise stated in the Schedule and €12,000 in respect of any one event or any one Period of Insurance. This is also subject to a €1500 excess in respect of each and every loss (as already stated under Livestock Fatal Accident Cover C (i)).
- 2 Livestock: All Covers except Fatal Accident Cover C (i) – the cost of replacing any animal with one of comparable worth and condition but not exceeding an amount of €6,500 per animal unless otherwise stated in the Schedule.
- 3 Any one Livestock item — the Sum Insured thereon on the Schedule in the Schedule.
- 4 All loss of injury during — the Total Sum Insured in any one Period of Insurance Section 3 of the Schedule.

Limits of Liability 3 & 4 are subject to a limit of €12,000 for any one event or any one Period of Insurance in respect of Livestock Fatal Accident Cover C (i) only.

All above limits of Liability are subject to the Average Clause.

## EXCEPTIONS

- 1 This section does not cover loss or injury by explosion (whether the explosion be occasioned by fire or otherwise) except as stated herein.
- 2 This Section does not cover fatal injury to Livestock arising out of
  - (i) slaughter without Our consent except in cases of fracture of a bone or bones necessitating immediate slaughter on humane grounds
  - (ii) destruction in compliance with the requirement of any Statute or any order of a Minister of the Government a Government Department or Local Authority
  - (iii) pregnancy or parturition
  - (iv) castration or other surgical operation
  - (v) unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed or any death damage or injury to the animal as a result or consequence of the animals performance in carrying out its functions or duties

- (vi) accident sustained elsewhere than on land in the Republic of Ireland
  - (vii) horses jumping
  - (viii) Flooding on land owned or leased by You. Flood is defined as
    - (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam
    - (b) inundation from the sea.
- 3 In respect of Cover E this Section does not cover loss or injury caused by any dog belonging to or in the charge of or under the control of Yourself or a member of Your family or household or Your employee.

## CLAUSES

### Average

The Sum Insured by each Item of Property Insured is declared to be subject to Average that is if the property covered thereby shall immediately before the happening of an insured Event or insured Fatal Accident be collectively of greater value than such Sum Insured then You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the loss accordingly.

### Dog Attack

You must immediately notify the Garda Síochána of any dog attack or sheep worrying.

### Maintenance of Walls and Fencing

It is a condition of the insurance under Section 3 that all walls and fences enclosing areas where Livestock are kept be maintained in adequate condition.

### Veterinary Surgeon's Fees

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

### Removal or Debris

This section extends to include an amount not exceeding €75 in respect of any one animal or €1,000 in any one Period of Insurance for which You are liable to a knacker renderer or bona fide disposal centre for the removal of any carcass incurred as a direct result of loss occurring under covers A to E, where these are selected and indicated on the Policy Schedule.

# Section 4 – Liabilities

## COVER

### Compensation Legal Costs Solicitors' Fees

We will indemnify you against

- (a) all sums which You shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any occurrence to which this Section applies as stated in the Specification and in connection with the Business
- (b) all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies
- (c) the payment of the Solicitor's fee incurred with Our written consent for representation of You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident or ministry Inquiry in respect of any such occurrence
- (d) legal costs and other expenses incurred with Our written consent and costs of the prosecution awarded against You arising out of any prosecution of You for a breach or alleged breach during the Period of Insurance of the Safety, Health and Welfare at Work Act, 2005 or similar safety legislation of the Republic of Ireland, but We shall not be liable for any fines or penalties imposed.

If Occurrence 1 is not insured by this Section We will not indemnify You against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person working for You and arising out of and in the course of his employment by You.

## TERRITORIAL LIMITS

This Section shall apply to occurrences anywhere in the world but not

- (a) in connection with any business conducted by You from premises outside the Territorial Limits
- (b) liability in respect of death bodily injury shock illness or disease of any person under a Contract of Service or Apprenticeship with You and engaged by You outside the Territorial Limits for the purpose of work by such person outside the Territorial Limits.

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

## INTERPRETATION

### Additional Persons Insured

- 1 The Policyholder shall include
  - (a) in the event of Your death any personal representative of Yours in respect of liability incurred by You
  - (b) if the Policyholder specified in the Schedule so requests
    - (i) any director or partner of the Policyholder
    - (ii) any person employed by the Policyholder under a Contract of Service or Apprenticeship
    - (iii) any officer member or employee of the Policyholder's social sports or welfare organisations or first aid fire or ambulance services in his/her representative capacity as such.
  - (c) for the purposes of Occurrence 1 and Occurrence 2 if the Policyholder specified in the Schedule so requests any Principal with whom the Policyholder has entered into a agreement for or including the performance of work within the Territorial Limits as far as is necessary to meet the requirements of such agreement but only in respect of death bodily injury shock illness disease loss or damage arising out of the performance of such work by the Policyholder
  - (d) for the purposes of Special Clause C the spouse of any person specified in 1(b) above.

### Contract of Service or Apprenticeship

- 2 For all the purposes of this Section
  - (a) labour masters and persons supplied by them
  - (b) persons employed by labour only subcontractors
  - (c) self employed persons
  - (d) drivers and/or operators of plant hired to the Policyholder
  - (e) persons gaining work experience
  - (f) any other person hired or borrowed by the Policyholder working for the Policyholder in connection with the Business shall be deemed to be employed by You under a Contract of Service or Apprenticeship.

### Sports and Welfare Activities and Maintenance of Your Premises and Private Work

- 3 The Business shall include
  - (a) the provision and management of canteen social sports and welfare organisations for the benefit of Your employees first aid fire and ambulance service and maintenance of Your premises
  - (b) private work carried out by any servant of Yours for a director partner or employee of Yours with Your prior consent.

### Cross Liabilities

- 4 If there is more than one Policyholder specified in the Schedule this Section shall apply separately to each one as if a separate Indemnity had been issued to each but Our total liability shall not exceed the Amount of Indemnity.

### Effective Dates of Endorsements

- 5 (a) So far as concerned Occurrence 1 any endorsement of this Section shall apply to occurrences caused on or after the Effective Date of such endorsement
- (b) So far as concerns Occurrence 2 and Occurrence 3 any endorsement of the Section shall apply to occurrences happening on or after the Effective date of such endorsement.

## THE AMOUNT OF INDEMNITY

### Any One Event

Our liability for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the sum stated in the Specification as the Amount of Indemnity for any one Event.

So far as concerns Occurrence 1 the Amount of Indemnity shall include all payments made under Compensation Legal Costs Solicitors' Fees.

### Any One Period

Our liability for all compensation payable in respect of all occurrences happening during any one Period of Insurance shall not exceed the sum stated in the Specification as the Amount of Indemnity for any one Period of Insurance.

## THE SPECIFICATION

### Insured occurrences

(Applicable as stated in the Schedule)

### Employer's Liability

- 1 Death bodily injury shock illness or disease caused during the Period of insurance to any person under a Contract of Service or Apprenticeship with You if such death bodily injury shock illness or disease arises out of and in the course of such person's employment by You.

#### Special Clauses which apply

- E Contractual Liability
- M Adjustment
- N Family/Household
- O Vehicles (Employers Liability)
- P Asbestos
- Q Non contribution
- R Offshore.

**Amount of Indemnity:** €13,000,000 for any one Event.

### Public Liability

- 2 (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment with You under a Contract of Service or Apprenticeship
- (b) Loss of or physical damage to physical property not belonging to You or in Your charge or under Your control or that of any servant of Yours

- (c) Loss arising from obstruction trespass nuisance or interference with any easement of air light water or way happening during the Period of Insurance but excluding occurrences as described in Occurrence 3 hereunder.

#### Special Clauses which apply

- A Rented Premises
- B Employees' and Visitors' Personal Effects
- C Personal Liability — Home and Abroad
- D Deliberate Acts
- E Contractual Liability
- G Damage to Goods Supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution and Contamination
- L Damage to Property
- M Adjustment
- N Family/Household
- P Asbestos
- Q Non contribution
- R Offshore.

**Amount of Indemnity:** €2,600,000 for any one Event.

### Products Liability

- 3 (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of his employment with You under a Contract of Service or Apprenticeship
- (b) Loss of or physical damage to physical property not belonging to You or in Your charge or under Your control or that of any servant of Yours

occurring during the Period of Insurance and caused by any commodity article or thing supplied installed erected repaired altered or treated by You and happening elsewhere than at Your premises.

#### Special Clauses which apply

- D Deliberate Acts
- F Contractual Liability (Products)
- G Damage to Goods Supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution and Contamination
- K Goods Supplied to North America
- L Damage to Property
- M Adjustment
- N Family/Household
- P Asbestos
- Q Non contribution
- R Offshore.

**Amount of Indemnity:** €2,600,000 for any one Period of Insurance.

## THE SPECIAL CLAUSES

(Applicable as stated in the Specification)

### Rental Premises

- A The exclusion of property in Your charge or under Your control or that of any servant of Yours shall not apply to premises (or fixtures or fittings thereof) hired or rented to You even if loss or physical damage to such property arises from a vehicle for which cover is provided under Special Clause H but the indemnity provided by this Special Clause shall not apply to
- (i) liability assumed by You by agreement which would not have attached in the absence of such agreement
  - (ii) the first €625 of loss or damage to premises (or fixtures or fittings thereof) caused other than by fire or explosion.

### Employees' and Visitors' Personal Effects

- B The exclusion of property in Your charge or under Your control or that of any servant of Yours shall not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause shall not apply to
- (i) property hired or lent to or borrowed by You
  - (ii) property in Your charge or under Your control or that of any servant of Yours for work thereon or service thereof
  - (iii) liability assumed by You by agreement which would not have attached in the absence of such agreement.

### Personal Liability Home and Abroad

- C This Section shall apply to the liability of any person specified in Interpretation 1b or such person's spouse or child whilst within or outside the Territorial Limits on Your Business but this Special Clause shall not apply to liability in respect of
- (i) the ownership or occupation of any land or building
  - (ii) any business carried on by such person or such person's spouse.

### Deliberate Acts

- D This Section shall not apply to liability in respect of any occurrence which results from a deliberate act or omission by You and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.

### Contractual Liability (Employers and Public Liability only)

- E As far as concerns liability assumed by You by agreement and which would not have attached in the absence of such agreement this Section shall apply only if the conduct and control of claims is vested in Us but shall not apply to liability in respect of
- (i) liquidated damages or under any penalty clause
  - (ii) any contract for or including the performance of work outside the Territorial Limits
  - (iii) any tenancy agreement.

### Contractual Liability (Products)

- F This Section shall not apply to liability assumed by You by agreement in respect of death bodily injury shock illness disease loss or damage caused by any commodity article or thing supplied installed erected repaired altered or treated by You unless such liability would have attached in the absence of such agreement.

### Damage to Goods Supplied

- G This Section shall not apply to liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of any commodity article or thing supplied installed erected repaired altered or treated by You if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

### Vehicles (Public and Products Liability)

- H This policy shall not apply to liability in respect of
- (a) (i) any vehicle for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned leased hired borrowed or used by You specified in the Schedule or by the person seeking indemnity
  - (ii) any trailer or implement for which compulsory insurance or security is required by any road traffic legislation if such trailer or implement is owned leased hired borrowed or used by You specified in the Schedule or by the person seeking indemnity.
  - (b) the loading or unloading of such vehicle trailer or implement
  - (c) (i) the bringing of a load to such vehicle trailer or implement for the purpose of loading thereon
  - (ii) the taking away of a load from such vehicle trailer or implement after unloading therefrom
- where indemnity is provided by any motor insurance contract or where compulsory insurance or security is required by any road traffic legislation.

Provided always that in so far as concerns vehicles for which compulsory insurance or security is not required by law no liability shall attach to Us unless particulars of such vehicles are advised to Us and premium paid thereon.

### Vessels and Craft

- I This Section shall not apply to liability in respect of
- (a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by You
  - (b) the loading or unloading of such vessel or craft.

### **Pollution and Contamination**

- J (a) This Section shall not apply to liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

- (b) Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed €1,300,000 in the aggregate.
- (c) For the purpose of this Clause "Pollution or Contamination" shall be deemed to mean
- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
  - (ii) all loss or damage or death bodily injury shock illness or disease directly or indirectly caused by such pollution or contamination.

### **Goods Supplied to North America**

- K Unless otherwise agreed by Us and additional premium paid this Section shall not apply to liability arising out of any commodity article or thing exported by or on Your behalf to the United States of America or Canada including any commodity article or thing supplied prior to the inception of this Section which You know or could reasonably have been expected to know would be used within the United States of America or Canada.

### **Damage to Property**

- L This Section shall not apply to liability in respect of damage to that part of any property on which You or any person employed by You under a Contract of Service or Apprenticeship are or have been working.

### **Adjustment**

- M If the premium for this Section has been calculated on any estimates given by You, You shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow Us to inspect such record and following the expiry of each Period of Insurance shall supply Us with a correct statement or if requested by Us figures certified by Your auditors so that the premium for that period shall be calculated and the difference paid by or allowed to You as the case may be. Should You fail to supply a statement within one month after the expiry date shown in the schedule We shall be entitled if it so wishes to charge an additional premium in respect of that Period of Indemnity.

### **Family/Household**

- N This Section shall not apply to death bodily injury shock illness or disease of any person who is a member of Your family or household.

### **Vehicles (Employers' Liability)**

- O This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation.

### **Asbestos**

- P This Section does not apply to 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.

So far as concerns loss of or damage to property only that 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.

### **Non Contribution**

- Q If at the time of an occurrence or claim there is or but for the existence of this Section would be any other policy of indemnity or insurance in favour of or effected by or on behalf of You applicable to such occurrence or claim We shall not be liable under this Section to indemnify You in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Section not been effected.

### **Offshore**

- R This Section shall not apply to liability in respect of work in or travel to from or within or anything supplied installed erected repaired altered or treated to any offshore
- (a) accommodation exploration drilling or production rig or platform
  - (b) support vessel

# Section 5 – Agricultural and forestry vehicles

## COVER

We will provide insurance as expressed in this Section in respect of bodily injury loss or damage occurring during any Period of Insurance in respect of which You have paid or agreed to pay the premium. If more than one person is indemnified the insurance granted by this Section applies jointly and individually to all such persons.

## INSURANCE PROVIDED

Where the Insurance provided is

- 1 “Comprehensive” all Sub-Sections to this Section apply
- 2 “Third Party Fire and Theft” Sub-Section applies only in respect of loss or damage caused directly by fire self-ignition lightning explosion or by theft or attempted theft (including ‘Windscreen Cover’ option if this is selected and noted on the Schedule)
- 3 “Third Party” Sub-Section 1 to this Section does not apply.

## TERRITORIAL LIMITS

Sub-Section 3 applies.

## FOREIGN USE

If You require full cover when traveling outside Republic of Ireland, Great Britain, Northern Ireland, Channel Islands and the Isle of Man We will need to supply You with a Green Card usually issued free of charge. Please contact Us, in advance, with full details of Your journey.

## GREEN CARD

The Green Card is a document that is recognised in over 40 countries including all the countries in Europe. It offers no insurance cover. It is proof that the minimum legal requirements for third party liability insurance in any country for which the Green Card is valid are covered by Your own motor policy.

## DEFINITION OF THE VEHICLE

“The Vehicle” means

Any Vehicle mentioned by Description or by Registration Mark in the Certificate of Motor Insurance (referred to in this Section as “the Certificate”) bearing the number of this Policy as the Certificate Number which has been issued to You and remains effective.

## SUB-SECTION 1

### Loss of or Damage to the Vehicle

We will pay for loss of or damage to the Vehicle including the accessories and spare parts or components whilst on the Vehicle and the reasonable cost of protection removal and redelivery to You within Republic of Ireland, Great Britain, Northern Ireland, Channel Islands or the Isle of Man after repair of such loss or damage. Payment may be made at Our option either for the cost

of repair reinstatement or replacement or by cash for the amount of the loss or damage agreed between Us and You but not in any event exceeding the reasonable market value at the time of the loss or damage. Payment will not exceed the value upon which the current premium is calculated.

### Authority to Repair the Vehicle

You may authorise the repair of the Vehicle provided that the cost does not exceed €650 and that a detailed estimate of the cost is sent to Us immediately. We reserve the right to seek alternative estimates.

### Hiring Agreement

If to Our knowledge the Vehicle is owned by any person other than You or is the subject of a hiring or hire purchase agreement any payment for loss or damage for which We are liable shall be made to the owner of the Hire Purchase Company whose signed receipt shall then be an adequate discharge to Us.

### Exceptions to Sub-Section 1

We will not pay for

- 1 depreciation wear and tear mechanical or electrical breakdown or damage to tyres unless such damage arises simultaneous to other loss or damage insured by this Section
- 2 loss of use
- 3 the first €130 of any amount otherwise payable in respect of each and every occurrence of loss or damage to the Vehicle (other than by fire self-ignition lightning explosion or by theft or attempt thereof). However where the only damage which the Vehicle sustains is breakage of the windscreen or any other window and incidental scratching of bodywork then this Exception shall not apply to such loss or damage
- 4 damage to the Vehicle by frost if such damage occurs while the Vehicle is parked in the open overnight.

## SUB-SECTION 2

### Liability to Third Parties

We will indemnify the Insured Person against all sums which he shall become legally liable to pay for damages and claimant’s costs and expenses and any other costs and expenses incurred with Our written consent in respect of bodily injury loss or physical damage to physical property (payment in respect of such damage being limited to €1,300,000 in respect of any one claim or number of claims arising out of one cause) arising as a result of an accident caused by or in connection with the Vehicle or the loading or unloading of the Vehicle.

### Legal Representation

In addition We will pay

- 1 The solicitor’s fee for
  - (i) representation at any coroner’s inquest or fatal enquiry and/or
  - (ii) defending in any Court of Summary Jurisdiction any proceedings relating to any event which may be the subject of payment under this Sub-Section

- 2 At Your request legal defence costs up to €1,300 for Manslaughter proceedings or Dangerous Driving Charges where such proceedings or charges relate to any event which may be the subject of payment under this Sub-Section.

#### **Insured Person**

"Insured Person" shall mean any one or more of the following on whose behalf payment is claimed.

- 1 The Policyholder
- 2 Any person entitled to drive by the terms of the Certificate other than a person in the Motor Trade
- 3 The employer or partner of any person whose business use is permitted by the terms of the Certificate
- 4 Any person using (but not driving) the Vehicle with the permission of the Policyholder for social domestic and pleasure purposes provided that such use is permitted by the terms of the Certificate
- 5 At the request of the Policyholder any person (other than the person driving) in or getting into or getting out of the Vehicle
- 6 At the request of the Policyholder the Owner of the Vehicle
- 7 The attendant of the Vehicle.

#### **Unlicensed Drivers**

Any requirements of the Certificate that the person driving must hold or have held a licence to drive shall be inoperative when a licence is not required by law provided that the terms of the Certificate are otherwise observed and the person driving is of an age to hold a licence to drive the Vehicle.

#### **Application of Policy Limits**

In the event of any accident involving payment on behalf of more than one Insured Person any limitation by the terms of this Sub-Section (or of any Endorsement thereon) of the amount of any payment shall apply to the aggregate amount of such payment on behalf of all such Insured Persons and such payment shall apply in priority to the Policyholder.

#### **Trailers**

For the purposes of Sub-Section 2 only "The Vehicle" shall include

- (a) any trailer implement or any one disabled mechanically propelled vehicle which is attached to the vehicle
- (b) any trailer or implement when detached but only insofar as is necessary to meet the requirements of any road traffic legislation.

We shall not be liable under Sub-Section 2 to indemnify the Insured Person in connection with any vehicle trailer or implement while such vehicle is drawing a greater number of trailers or implements in all than is permitted by law.

#### **Fire Brigade Charges**

Your policy includes cover for 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 by this section (and sections 1 and 2 if insured) in circumstances which have given rise to a valid claim under Your Policy. The maximum amount payable is €10,000 in any one period

across section(s) 1, 2 and 5 if insured.

#### **Exceptions to Sub-Section 2**

Except so far as is necessary to meet the requirements of any road traffic legislation We shall not be liable in respect of

- 1 loss of or damage to
  - (a) property belonging to or held in trust by You or the Insured Person or in Your or their custody or control
  - (b) that part of any land or anything growing thereon on which You or the Insured Person is or has been working
  - (c) property being conveyed by the Vehicle
  - (d) the Vehicle
- 2 bodily injury to any person arising out of and in the course of such person's employment by the Insured Person
- 3 any claim if You are or the Insured Person is entitled to claim payment or indemnity under any other policy.
- 4 the operation as a tool of the Vehicle where the Vehicle is designed to operate primarily as a tool or of plant forming part of the Vehicle or attached thereto while operating below its wheelbase.
- 5 bodily injury to any person driving, or in charge of for the purpose of driving, the Vehicle

### **SUB-SECTION 3**

#### **Territorial Limits**

This Section will apply in respect of

- 1 bodily injury loss of or physical damage to physical property occurring in (a) Republic of Ireland and (b) Great Britain, Northern Ireland, Channel Islands or the Isle of Man or in the course of transit by sea between any ports therein including processes of loading and unloading provided that prior notice of such use outside the Republic of Ireland has been given to Us
- 2 the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Community and any other country in respect of which the Commission of the European Community is satisfied that arrangements have been made to meet the requirements of Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).
- 3 any Vehicle for which an International Motor Insurance Card (Green Card) has been issued and remains effective
  - (a) while it is in any country to which such Green Card applies
  - (b) in direct connection with the transit (including processes of loading and unloading) of the Vehicle between any ports in countries to which the Green Card applies provided always that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours.

We will also indemnify You against liability incurred by You for the enforced payment of Customs Duty on the Vehicle after temporary importation thereof into any country to which the Green Card applies provided that such liability arises as the direct result of any loss of or damage to the Vehicle which loss or damage is the subject of indemnity under this Section.

#### SUB-SECTION 4

##### **Indemnity to Hirers**

Provided that any Hirer of the vehicle is not entitled to indemnity under any other policy the insurance provided by this Section shall apply in respect of any such Hirer while the Vehicle is let on hire provided that such hire is permitted by the terms of the Certificate.

#### SUB-SECTION 5

##### **Emergency Treatment**

We will pay the cost of emergency treatment of injuries caused by or arising out of the use of any Vehicle for which cover is provided under this Section where statutory liability for such treatment arises.

#### SUB-SECTION 6

##### **Vehicle in the Custody of a Motor Trader**

So far as payment to You and Your liability is concerned General Exception 1 to this Section shall not apply whilst the Vehicle is in the custody or control of a member of the Motor Trade for the purpose of its overhaul upkeep or repair and any payment made shall not be subject to any deduction by reason of Exception 3 to Sub-Section 1.

#### GENERAL EXCEPTIONS TO SECTION 5

##### **We will not pay for**

###### **Permitted Use**

- 1 any claim if to the knowledge of the Insured Person the Vehicle is at the time of the accident being driven or used other than in accordance with the terms of the Certificate

###### **Contractual Liability**

- 2 liability assumed by You by agreement and which would not have attached in the absence of such agreement.

###### **Pollution**

- 3 We will not pay for any claim in respect of pollution or contamination other than caused by a sudden and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed €1,300,000 in the aggregate

For the purpose of this clause "pollution or contamination" shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination

#### GENERAL CONDITIONS TO SECTION 5

##### **Identification**

- 1 This Section any Endorsement thereon the Policy Schedule the Motor Insurance Certificate(s) and the General Conditions of the Policy are to be read together and any word(s) or expression(s) to which a specific meaning has been attached in any of them shall bear the same meaning wherever it/they may appear.

##### **Right of Recovery**

- 2 If by law We have to make a payment that We would not otherwise have had to make, We may seek recovery of that outlay incurred from You and/or the driver of the Vehicle.

##### **Driving Licence Conditions**

- 3 Before We will make any payment under this policy
  - (a) any person whose driving is covered by the terms of the Certificate must hold a licence to drive the Vehicle or if having held a licence to drive must not have been disqualified from holding that licence
  - (b) any person whose driving is covered by the terms of the Certificate must comply with any restriction, condition and limit on their driving licence including any restriction relating to the class of Vehicle being driven or any other licence condition that may apply
  - (c) any learner permit holder whose driving is covered by the terms of the Certificate must specifically comply with the requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Acts and any other regulations which apply to such learner permit holders while driving

# Section 6 – Bulk milk storage installations

## COVER

We will indemnify You against the following Contingencies

- 1 Sudden and unforeseen loss of or damage to the Property described in Section 6 of the Schedule from any cause not hereinafter excepted
- 2 Whole or partial loss deterioration or putrefaction of milk contained in said Property caused by
  - (a) loss of or damage to such Property liability for which has been admitted under Contingency 1 above or would have been admitted but for the application of an Excess
  - (b) the action of refrigerant fumes which have escaped from the refrigerating plant
  - (c) non-operation (from any inherent cause) of any thermostatic or automatic controlling devices forming part of the refrigerating plant
  - (d) failure of the public supply of electricity at the terminal point of the supply undertaking's feed to the Situation which is not caused by a deliberate act of the supply undertaking unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system or not caused by a scheme of rationing unless necessitated solely by physical damage to a part of the supply undertaking's system.

## EXTENSION

### Urgent Repairs

The indemnity provided includes reasonable additional expenses incurred in making temporary repairs or in expediting permanent repairs provided that Our approval has first been obtained in writing.

### Limits of Liability

Our liability under this Section shall not exceed in respect of

- |   |   |  |
|---|---|--|
| 1 | Additional expenses and expediting expenses under Extension (Urgent repairs) arising from each insured occurrence | — €1,300   |
| 2 | Each of Contingencies 1 and 2 respectively  | — The Sum Insured thereon in the Schedule                    |
| 3 | All loss or damage and liability during any one Period of Insurance   | — the Total Sum Insured stated in Section 6 of the Schedule. |

## EXCEPTIONS

We shall not be liable under Contingency 1 in respect of

- (a) loss of or damage to electric bulbs heating elements photo-electric cells trailing cables flexible hoses or pipes
- (b) loss of or damage caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom earthquake flood or stealing
- (c) loss or damage arising from wear tear erosion corrosion or other deterioration so far as it relates to that part of the Property affected but damage to the Property (and loss of milk under Contingency 2) resulting therefrom are not excluded
- (d) chipping of painted surfaces or scratching of any surfaces
- (e) the cost of maintenance nor the cost of making good joints or seams.

## BASIS OF SETTLEMENT

### 1 Property less than 2 years old

In the event of Property permanently installed at the Situation being destroyed or damaged within 2 years of the completion of manufacture the basis upon which indemnity is calculated under the Policy shall be the reinstatement of such Property and reinstatement shall mean replacement by similar Property in a condition equal to but not better or more extensive than its condition when new.

Provided always that

- (a) the work of reinstatement must be completed within 12 months after the destruction or within such further time as We may (during the said 12 months) in writing allow subject to Our liability not being thereby increased
- (b) the additional cost of reinstatement will not be payable until this has been actually incurred.

### 2 Other Property

In the event of other Property being destroyed or damaged We will pay You the value of the said property at the time of the happening of its destruction or the amount of such damage or at Our option reinstate or replace such property or any part of it.

## SPECIAL CONDITION

You shall maintain in force a contract providing for competent engineers to service and maintain in proper condition the plant associated with the Property insured by means of inspection at intervals not exceeding 6 months.

# Section 7 – Business interruption

## COVER

In the event of the business at the Premises being interrupted or interfered with as a result of loss or damage to Property for which We are liable under Section 2 (such loss or damage being termed damage in this Section) We will indemnify You under Items 1 and 2 as follows.

### Item 1 Loss of Gross Income (Dairy Farming)

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

- (a) in respect of Loss of Gross Income the amount by which the Gross Income during the Indemnity Period shall in consequence of the damage fall short of the Standard Gross Income
- (b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Income which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the amount of the reduction in Gross Income thereby avoided

Less any sum saved during the Indemnity Period in respect of such of the expenses and other charges of the dairy farming as may cease or be reduced in consequence of the damage

Provided that if the Sum Insured by this Item be less than the Annual Gross Income the amount payable shall be proportionally reduced.

### Item 2 Additional Expenses (Arable and Stock Farming)

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by You during the Indemnity Period in consequence of the damage with the object of maintaining during such period farming (other than dairy farming) activities on a scale not exceeding those during the corresponding period in the 12 months immediately preceding the damage provided that Our liability shall not exceed in respect of any period of 3 months one half of the sum insured

Note 1 To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

Note 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

## DEFINITIONS

**The Premises** Your farm at the Situation named in the Schedule

**Indemnity Period** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage

**Maximum Indemnity Period** As defined in the Schedule

**Gross Income** The money paid or payable to You for the products of the dairy farming activities carried on at the Premises

### Annual Gross Income

The Gross income during the 12 months immediately before the date of the damage

### Standard Gross Income

The Gross income during the period of 12 months immediately before the date of the damage which corresponds with the Indemnity Period

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

**Memo** If during the Indemnity Period dairy farming activities shall be carried on elsewhere than at the premises for the benefit of the business either by You or by others on Your behalf money paid or payable in respect of such activities shall be brought into account in arriving at the Gross Income during the Indemnity Period.

## EXTENSION

### Professional Accountants' Fees

Any particulars or details contained in Your books of account or other business books or documents which may be required by Us under Claims Condition 1 for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for You and their report shall be prima facie evidence of the particulars and details to which such report relates

We will pay You the reasonable charges payable by You to professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by Us under the terms of Claims Condition 1 and reporting that such particulars or details are in accordance with Your books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section shall in no case exceed the total sum insured by the Section.

## LIMIT OF LIABILITY

Our liability under this Section shall in no case exceed in respect of each item the sum insured thereon as stated in the Schedule nor in the whole the total sum insured in Section 7 of the Schedule.

## PROVISO

### **Material Damage Proviso**

The Insurance under this Section is subject to the proviso that at the time of the happening of the damage there shall be in force an insurance covering Your interest in the property at the premises against such damage and that payment shall have been made or liability admitted therefore under such insurance 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.

# Section 8 – Tax legal protection

## INTRODUCTION

The claims service for this Section of the policy is administered by ARAG Legal Protection Limited (ARAG) on Our behalf. We have chosen ARAG as Claims Administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

As soon as You are aware of a legal problem, You should get legal advice from the Legal Helpline on 0818 200 826 without delay. Please have Your policy number to hand. If You wish to make a claim then full details will need to be submitted in writing.

ARAG will administer the claim on Our behalf. If a solicitor is required to deal with Your legal problem, ARAG will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this Section and they are required to comply with strict service standards set out by ARAG.

## SPECIAL NOTES

You must read this Section, the policy schedule and any endorsement as one document. The proposal or any information You have supplied will be included in the contract. This Section will cover the Insured Person for any insured incident arising in connection with the business shown in the policy schedule if You have paid the premium.

We agree to provide the insurance in this Section in line with the cover shown in the policy schedule as long as:

- (a) the date the insured incident happens is during the Period of Insurance and within the Territorial Limit;
- (b) any legal proceedings will be dealt with by a court, or other body which the Claims Administrator agrees to, in the Territorial Limit; and
- (c) in civil claims it is always more likely than not that You will recover damages (or get any other legal remedy which the Claims Administrator has agreed to) or make a successful defence.

For all insured incidents, We will help in appealing or defending an appeal as long as the Insured Person tells the Claims Administrator within the time limits allowed that they want to appeal. Before We pay any Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

If You use an Appointed Representative, We will pay the Costs and Expenses for this.

We will pay the Financial Compensation Awards that the Claims Administrator has agreed to.

## DEFINITIONS

### Claims Administrator

ARAG Legal Protection Limited (ARAG)

### Insured Person

You and Your directors, partners, managers and employees and any other individuals declared to Us by You.

### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in line with the terms of this Section.

### Date of Event

For Tax Protection the Date of Event is when the relevant authority sends an assessment or written decision to You following an audit.

### Cost and Expenses

#### • Legal Costs

All reasonable and necessary costs the Appointed Representative charges on a party/party basis. Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with the Claims Administrator's agreement.

#### • Accountant's Costs

A reasonable amount for all reasonable costs the Appointed Representative incurs, in line with the Claims Administrator's claims handling instructions.

#### • Attendance Expenses

The Insured Person's salary or wages for the time that they are off work to attend any arbitration, court or tribunal hearing if the Appointed Representative asks, or while on jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for. The amount We will pay is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the hearing. We will work this out to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

### Territorial Limit

The Republic of Ireland.

### Limit of Indemnity

The most We will pay for all claims resulting from one or more Event arising at the same time or from the same originating cause is €150,000.

## Tax Protection

### (a) Revenue Audits

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into Your business accounts; or

### (b) Employers' Compliance

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings for a dispute concerning Your compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs; or

### (c) VAT Disputes

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax due.

#### Provided that

- (a) For all insured incidents, You must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the statutory time limits allowed.
- (b) You and the Appointed Representative must keep to the Claims Administrator's instructions for handling claims throughout the claim.

#### Exceptions

- (1) Any claim arising from a tax avoidance scheme.
- (2) Any claim caused by Your failure to register for Value Added Tax.
- (3) Any claim involving the Revenue Commissioners looking into Your alleged dishonesty or criminal activities.

## Instructions on Handling Claims for Tax Protection

You must send Us a copy of the business accounts and tax return which are being audited, together with all relevant correspondence and a note of likely fees incurred:

- (a) as soon as the Revenue Commissioners tell You that an audit is to take place; and
- (b) at any time throughout the claim if the information changes.

The estimate of fees and any revised estimates must be itemised by the hour for each representative who is to deal with the claim. The Claims Administrator will use this information to agree reasonable Costs and Expenses which We will pay under this Section. We need to deal with claims as economically as possible. We will pay Costs and Expenses that have been agreed to in writing when an itemised invoice is received. It is important that You, or anyone acting on Your behalf, wait for the Claims Administrator's approval before You agree to pay Costs and Expenses over what has already been agreed.

## Exceptions

- 1 Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.
- 2 Costs and Expenses incurred before the Claims Administrator accepts a claim in writing.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
- 6 Any insured incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with Us and/or the Claims Administrator not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
- 9 An application for judicial review or any defence of judicial review proceedings.
- 10 Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Legal action an Insured Person takes which the Claims Administrator or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents the Claims Administrator or the Appointed Representative from carrying out their roles effectively.

- 12 When either at the start of or during the course of a claim, We will not cover a claim if You are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with Your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of Your affairs or property are in the care or control of a receiver or administrator.
- 13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

### Conditions

- 1 An Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) take reasonable steps to keep any amount We have to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything the Claims Administrator asks for, in writing; and
  - (e) give Us full details of any claim as soon as possible and give the Claims Administrator any information the Claims Administrator needs.
- 2
  - (a) We can take over and carry out, in the name of an Insured Person, a claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured Person.
  - (b) If the Claims Administrator agrees to start legal proceedings and the Insured Person has to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending that suitably qualified person's name and address to the Claims Administrator. The Claims Administrator may choose not to accept the choice of representative, but only in exceptional circumstances.
  - (c) Before an Insured Person chooses a lawyer or an accountant, the Claims Administrator can appoint an Appointed Representative.
  - (d) The Claims Administrator will appoint an Appointed Representative and they will represent the Insured Person according to the Claims Administrator's standard terms of appointment. The Appointed Representative must co-operate fully with the Claims Administrator at all times.
  - (e) The Claims Administrator will have direct contact with the Appointed Representative.
  - (f) The Insured Person must co-operate fully with the Claims Administrator and with the Appointed Representative and must keep the Claims Administrator up to date with the progress of the claim.
  - (g) The Insured Person must give the Appointed Representative any instructions required by the Claims Administrator.
- 3
  - (a) The Insured Person must tell the Claims Administrator if anyone offers to settle a claim and must not agree to any settlement without the Claims Administrator's written permission.
  - (b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
  - (c) We may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.
- 4
  - (a) If the Claims Administrator asks, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
  - (b) The Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that they do recover.
- 5 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless the Claims Administrator agrees to appoint another Appointed Representative.
- 6 If an Insured Person settles a claim or withdraws their claim without the Claims Administrator's agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. We will be entitled to reclaim any Costs and Expenses they have paid.
- 7 If the Claims Administrator and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, the Claims Administrator and the Insured Person can choose another suitably qualified person to decide the matter. The Claims Administrator and the Insured Person must both agree to this in writing. If the Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, the Claims Administrator will ask the president of the Law Society of Ireland to choose a suitably qualified person.  
Whoever loses the disagreement will have to pay the costs of settling it.
- 8 The Claims Administrator may ask You to get an opinion from counsel as to how successful a claim or proceedings will be (You will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, the Claims Administrator will pay the cost of getting the opinion.
- 9 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 10 This Section will be governed by the laws of the Republic of Ireland.

## HELPLINE SERVICES

The Claims Administrator will provide these services 24 hours a day, 7 days a week during the Period of Insurance. To help check and improve service standards, the Claims Administrator record all calls.

## COMMERCIAL LEGAL ADVICE

The Claims Administrator will give You confidential legal advice over the phone on any legal problem affecting the business, under the laws of Republic of Ireland, Great Britain, Northern Ireland, Channel Islands and the Isle of Man. To contact the above services, phone

**0818 200 826**

quoting Your policy number.

## COUNSELLING

The Claims Administrator will give Your employees (including any members of their immediate family who permanently live with them) a confidential counselling service over the phone. This will include, where appropriate, referral to relevant voluntary or professional services. To contact the counselling helpline, phone

**1800 670 407**

These calls are not recorded.

## HEALTH & MEDICAL INFORMATION SERVICE

The Claims Administrator will give You information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness

**To contact the above service phone the Claims Administrator on 0818 254 164.**

We will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone to report a general insurance claim.

## EMPLOYMENT MANUAL

The Claims Administrators Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it please visit [www.arag.ie](http://www.arag.ie). From the home page click on the Employment Manual icon.

## HOW WE DEAL WITH TAX PROTECTION CLAIMS UNDER YOUR COMMERCIAL LEGAL PROTECTION POLICY

### (A Step By Step Guide To Your Tax Claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This policy will pay Your accountant's fees if the Revenue Commissioners carry out an audit of Your business accounts provided that these guidelines are followed.

### Notifying Us of Your claim

- (1) If You receive notification from the Revenue Commissioners, You or Your accountant can contact the Claims Administrator by phone on 01 670 7470. The Claims Administrator can send You a claim form and give You advice about how to make Your claim. The Claims Administrator cannot confirm cover for Your claim over the phone.
- (2) When the Claims Administrator receives the information they need to help You with Your claim, the Claims Administrator will appoint an accountant to act for You.

If You wish for the Claims Administrator to appoint Your own accountant You must send the Claims Administrator the person's name and address when You send Your completed claim form.

The accountant appointed by the Claims Administrator to act for You is referred to as the "Appointed Representative" in Your policy and in the guidelines below.

We will not pay for any accountant's fees that have been incurred for work carried out before the Claims Administrator has accepted Your claim.

### Handling Your claim

- (3) Tax Legal Protection covers the cost of negotiating on Your behalf and representing You in any appeal proceedings in respect of a Revenue Audit.
- (4) Once the Claims Administrator has accepted Your claim and has appointed an accountant to deal with it, the Claims Administrator will agree with the Appointed Representative what work is to be carried out on Your behalf and the fees that are to be covered under Your policy.  
  
If it is not possible to agree a budget with the Appointed Representative, the Claims Administrator reserves its right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.
- (5) The Revenue Commissioners will request information about Your accounts. The Appointed Representative will prepare this information. They may also be required to meet with the Revenue. Your policy will cover the cost of any necessary meetings provided that the Claims Administrator has consented to Your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and You wish to appeal against the tax demanded We will pay for the Appointed Representative to represent You in appeal proceedings provided it is always more likely than not that the appeal will be successful.
- (6) If at any time during the audit the level of fees that the Claims Administrator has agreed with the Appointed Representative

is expected to change the Claims Administrator must be informed of any additional work considered necessary and agree in advance any additional accountants' costs to be paid under Your policy.

#### **When We cannot help**

- (7) Please note it is a condition of Your policy that You have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (8) If the Appointed Representative has to carry out routine accounting or corrective work You will need to pay any fees for this out of Your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the Appointed Representative considers this is necessary We will pay the cost of this provided that the Claims Administrator has consented to the work being carried out.
- (9) We will not pay accountant's costs that have been incurred because the Appointed Representative has failed to follow the procedures the Claims Administrator has specified or has charged fees that the Claims Administrator has not agreed to pay.

#### **Settling your claim**

- (10) The Claims Administrator will tell the Appointed Representative about how they will settle their invoice when the audit has been completed.

#### **Other types of Tax Protection claims**

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or Department of Social Community and Family Affairs; and appeals in relation to VAT assessments are also covered by Your Tax Legal Protection Section. If You need to notify Us of a claim that arises from either of these circumstances please follow the instructions outlined in 1 and 2. The Claims Administrator will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to Paragraphs 6 to 10) although the actual work carried out by the Appointed Representative will differ.

Please note We cannot cover disputes with the Revenue Commissioners that result from Your failure to register Your business for VAT.

### **PROCEDURE FOR APPOINTED REPRESENTATIVES WHEN DEALING WITH TAX PROTECTION CLAIMS**

The information below details the procedure to be followed by the Appointed Representative when dealing with Your Tax Protection claim. The Claims Administrator will send these instructions to the Appointed Representative when We appoint them to deal with Your claim.

#### **Instructions for the Appointed Representative**

In Our experience it is normally necessary for the Appointed Representative to undertake the following work:

- (1) Provide information requested in the Revenue Commissioner's initial letter**

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in Your working papers, the Revenue should be invited to accept it as it is in Your papers.

- (2) Submission (or making available) of business records**

Responsibility for the retention and orderly maintenance of business records rests with the policyholder. We will not expect to incur significant professional costs associated with their submission to Revenue. It will not normally be considered appropriate for the Appointed Representative to carry out review work on the records prior to submission to the Revenue. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send Us a copy of the covering letter sent with the audited accounts at the time of filing.

- (3) Submission of private financial information, if appropriate to the audit**

- (4) Identify reason for audit**

- (5) Possible limited further correspondence preparatory to any meeting with the Revenue**

- (6) Meeting with the Revenue Inspector**

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues.

The reasons for a meeting should be set out by the Revenue along with the subjects for discussion. It is particularly important that the Revenue be asked to set out in advance any issues which the policyholder may be unlikely to be able to answer from memory, in order to facilitate closure of the audit. As in all insurances there is an obligation for the policyholder and on the Appointed Representative acting for them to take reasonable steps to minimise the costs payable under the policy. We will only pay for one member of the Appointed Representative's firm to be present at the audit and that We expect where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff.

At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue has significant concerns about the accuracy of the returns.

# Section 9 – Personal accident

## COVER

If Bodily Injury shall happen during any one Period of Insurance to any Person Insured We will pay You the Benefits specified below for Bodily Injury resulting in:-

	<b>Standard Units of Benefit</b>	
A Death		€3,900
B Total and irrecoverable loss of sight in one or both eyes		€3,900
C Total loss of one or more limbs		€3,900
D Permanent total disablement from attending to business or occupation of any kind		€3,900
E Temporary total disablement from attending to usual business or occupation		€30 per week after the first week of disablement
F Temporary partial disablement from attending to a substantial and essential part of usual business or occupation		€15 per week after the first week of disablement
G Vouched Medical Expenses		Up to 15% of any benefit payable under E or F subject to a maximum sum of €650

## NOTE

For number of Units of Benefit applicable and Person(s) Insured see Schedule.

## SPECIAL CLAUSES

- (i) Benefit E shall be payable for a period not exceeding 104 weeks beginning one week after the date on which disablement commences.
- (ii) Benefit F shall be payable for a period not exceeding 26 weeks beginning one week after the date on which disablement commences.
- (iii) Benefit G is only payable where valid claim under Benefit E or F has also been admitted by Us.
- (iv) Benefit E and/or F shall only be payable when the total amount in respect of any one period of disablement has been ascertained unless otherwise agreed by Us.

- (v) We will not pay more than one of the Benefits A to D in respect of any one Person Insured and when compensation is payable under one of the Benefits A to D it will not be payable for either of Benefits E or F caused by the same Bodily Injury. Compensation payable under Benefits E or F will be deducted from compensation which subsequently becomes payable under A to D arising from the same Bodily Injury.
- (vi) We will not pay for both of Benefits E and F in respect of the same period of time.

## Extensions

### Disappearance

- 1 For the purpose of Benefit A Death shall be presumed to have occurred if the Person Insured disappears and is missing for ninety consecutive days and where sufficient evidence suggests that the Person Insured has sustained Bodily Injury resulting in death. Providing that if the Person Insured is subsequently found to be alive any Benefit which may have been paid shall be refunded to Us in full.

### Exposure

- 2 Bodily Injury shall be deemed to include death and/or disability resulting from exposure to the elements.

## DEFINITIONS

### Bodily Injury

- 1 Injury resulting directly from an accident caused by external violent and visible means

### Loss of Limb

- 2 Physical severance or permanent loss of use at or above wrist or ankle

## CONDITIONS

### Evidence of claims

- 1 All certificates and information and evidence required by Us shall be furnished at Your expense and shall be in such form and of such nature as We prescribe
- 2 The Person Insured as often as required shall submit to medical examination on Your behalf at Our expense
- 3 We shall in the case of the death of the Person Insured be entitled to have a post mortem examination at Our expense.

### Notification of Claim

- 4 You must advise Us in writing as soon as possible but in any case within 14 days after any accident which may give rise to a claim under this Section.

### Discharge of Our Liability

- 5 Your receipt for any Benefit We have paid will be a full and valid discharge of Our liability under this Section. In the event of Your death the death benefit will be payable to Your legal personal representatives.

### Non-Assignment

- 6 We shall not be concerned with or affected by any notice of trust charge or assignment relating to this Section.

# Claims conditions

## Exclusions

- 1 This Section shall not apply to Bodily Injury
  - (a) Consequent upon the Person Insured:

Being affected (temporarily or otherwise) by alcohol or any drug unless the drug is taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction)

Engaging in any form of aerial flight or attempted flight other than as a passenger in a fully licensed passenger carrying aircraft and not for the purpose of undertaking any trade technical sporting activity in or on such aircraft

Residing permanently outside the Republic of Ireland

Engaging in or practising for-

    - Aquatic or subterranean pursuits or past-times (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 or Hunting
    - Football (of any kind) Hurling
    - Racing of any kind other than on foot
    - Boxing or Martial Arts
    - Parachuting or Hang Gliding
    - Winter Sports
    - Mountaineering Rock or Cliff Climbing necessitating the use of ropes or guides
    - Using power driven woodworking machinery except portable tools applied by hand and used for private purposes without reward
  - (b) Due to-

Any gradually operating cause

Suicide or attempted suicide

Any pre-existing physical defect or infirmity
- 2 No Benefit shall be payable in respect of the first week of disablement under Results E and F
- 3 If any Person-Insured engaged in any Duties other than those described in the Schedule to this Policy We shall not be liable in respect of any bodily injury arising out of or in the course of such duties unless written notice of such change shall have been given to Us and We shall have agreed by endorsement hereon that this Policy shall apply to such changed Duties.

(applicable to all Sections)

## ACTION BY THE POLICYHOLDER

- 1 You shall on the happening of any Event or Contingency which could give rise to a claim under this Policy
  - (a) give immediate notice to Us and in respect of any occurrence giving rise to or which might give rise to injury, inform Us immediately within 14 days of the happening of such occurrence
  - (b) give immediate notice to the Garda Síochána in respect of loss or damage by malicious persons by stealing or attempted stealing
  - (c) make no admission of liability or offer promise of payment without Our written consent
  - (d) inform Us immediately within 14 days of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Us immediately within 14 days every relevant document or correspondence received
  - (e) in respect of Livestock insured under Section 3 at Your own expense immediately provide for attendance and treatment by a qualified veterinary surgeon
  - (f) give Us an opportunity of inspecting any animal carcass by not cutting or disposing of it until the expiration of 24 hours' prior notice thereof to Us
  - (g) take all reasonable action to minimise or check any interruption of or interference with the business
  - (h) produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim
  - (i) in respect of loss or damage to the property insured deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs (including where relevant veterinary certificates as to cause of death and value of animals insured for Fatal Accidents) such as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within
    - 30 days of the expiry of the Indemnity Period (as per Section 7)
    - 14 days of being requested to do so by Us in respect of claims under Livestock (as per Section 3)
    - 30 days of the Event, Contingency, or Occurrence or such further time as We may in writing allow (in respect of all other Sections)
  - (j) in respect of loss or damage to Bulk Milk Storage Installations under Section 6 be entitled without prejudice to any liability on Our part proceed with minor repairs to Property insured under such Section provided that any damaged part be kept for inspection by Us but other repairs shall only be carried out with Our written consent and We shall not be liable for any further damage or liability arising out of operation of the Property until the repairs have been completed to Our satisfaction.

## INSURER'S RIGHTS

### Control of Claims

- 2 We shall be entitled
- (a) on the happening of loss or damage to the property insured to either take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing Our right to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
  - (b) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons and You shall give all information and assistance required
  - (c) to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property to Us
  - (d) to pay to You the maximum sum payable under Sections 4 and 5 in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
  - (e) in respect of Sections 1, 2, 6 and 7 of this Policy, if We agree to pay You in respect of loss or destruction of or damage to the property insured, We reserve the right to make staged payments and a portion of the agreed sum will be retained by Us until all works are completed within the agreed scope and final invoice submitted

### Fraud and Misrepresentation

- 3 You may lose all benefit under this Policy if any claim is fraudulent in any way or if You or anyone acting on Your behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose some or all benefit under this Policy if You have not answered all questions, which We have asked, honestly and with reasonable care (including any answers or information You have provided to Us that may have affected Our decision to provide cover or in calculating the Policy premium) or if You have used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy We may cancel the Policy and retain the premium paid.

### Other Insurances (not applicable to Section 4 Liability)

- 4 If at the time of any loss damage or occurrence there be any other insurance or indemnity effected by You or on Your

behalf applicable to such Event Our liability shall be limited to Our ratable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing ratably then Our liability hereunder shall be limited in respect of any loss damage or occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected

### Arbitration

- 5 Any dispute between You and Us on Our liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by You and Us in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter.

### Subrogation

- 6 Any claimant under this Policy shall at Our request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any destruction loss damage accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after his/her indemnification by us.

# General conditions

## OBSERVANCE OF CONDITIONS

- 1 Our obligation to make any payment under this Policy is conditional upon
  - (a) the answers in any proposal, statement of fact, declaration and any other document provided by You to Us for this insurance being true and complete to the best of Your knowledge and belief and such proposal, statement of fact, declaration and any other document provided by You to Us shall be part of this contract and is deemed to be incorporated herein.
  - (b) You or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply.
  - (c) the due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by You.

## REASONABLE PRECAUTIONS

- 2 You must take all reasonable care to prevent death bodily injury shock illness disease loss or damage and to maintain premises plant and everything used in the business in proper repair and to act in accordance with all statutory obligations and regulations including the Statutory Inspection of all lifting plant passenger lifts and steam pressure vessels  
  
You must immediately make good or remedy any defect or danger which becomes apparent to take such additional precautions as the circumstances may require.

## DUTY OF DISCLOSURE AND ALTERATION OF RISK

- 3 You are under a duty to answer all questions, which We ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by You to Us for this insurance must be true and complete.

This is for the Your protection because, if You do not give Us all the information We need, the policy may not provide You with the cover You need, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and You may encounter difficulty trying to purchase insurance elsewhere.

You may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in Your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, Your duties or Your activities.

If You are not sure whether to tell Us about a change in respect of Your circumstances, You should contact Your broker immediately.

In addition, You must tell Us immediately about changes, that have not already been advised to Us, relating;

- 1 to any accident, loss or claims made against You in the last five years, and/or any claims currently outstanding/pending;
- 2 to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'\* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016;
- 3 to Your access to any hazardous sites or locations;
- 4 to (where a Certificate of Motor Insurance has been issued under this policy) the way the vehicle(s) is used, or the circumstances of any driver (whose driving is covered) relating to that driver being disqualified from driving or having had any accident, loss or claim in the last five years or having any outstanding/pending claim or having a medical condition that has not been advised to the National Driving Licence Service; and/or
- 5 to Your business being wound up or carried on by a liquidator or receiver or permanently discontinued.

### Additional Duty of Disclosure for Non-Consumer Customers

#### PLEASE NOTE - IF YOU ARE NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

In addition to the above, You must also tell Us about **any other facts**, which are likely to affect whether We agree to provide cover, or how We assess the risks proposed for insurance.

If You are not sure whether You should tell Us about something, You should tell Us anyway. This is for Your own protection because, if You do not give Us all the information We need the policy may not provide You with the cover You need, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and You may encounter difficulty trying to purchase insurance elsewhere.

#### Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business,
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
  - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
  - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million

\* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a

conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.Irishstatutebook.ie](http://www.Irishstatutebook.ie)

## CANCELLATION

- 4 (i) We may cancel this Policy by sending 10 days' notice by registered post to You at your last known address and in such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (ii) You may cancel this Policy **after** the "Cooling Off Period" by giving Us written notice and where applicable returning any Certificates of Insurance and discs that have been issued under this policy, (and which remain effective). Provided that there have been no:
- (a) claim(s) made under the policy for which We have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current period of insurance, We will refund to You a proportionate part of the premium paid for the unexpired period.

For information on how to cancel within the "Cooling Off Period" please read page 2

## BURNING OF WASTE

- 5 In connection with the burning of waste or other materials or timber on Your own premises or on third party premises

It is a condition precedent to liability that the following precautions shall be 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) Reasonable precautions shall be taken to prevent the escape of smoke or dust in any way which might cause nuisance or danger to passersby or third party property.
- (d) Waste materials will be checked to ensure that no explosive substances or pressurised containers are present.
- (e) Adequate equipment will be maintained in readiness at all times for controlling or extinguishing the fire.

## MID TERM ALTERATIONS

- 6 If You make an alteration to Your policy and this results in an adjustment in premium, We will not charge You for premium adjustments less than €20, nor will We refund You any premium amounts of less than €20.

This Policy does not cover or indemnify You in respect of

## RADIOACTIVE CONTAMINATION

- 1 (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) any liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

But as far as concerns death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with You if such death bodily injury shock illness or disease arises out of and in the course of their employment by You this exclusion shall apply only in respect of

- (i) liability of any Principal
- (ii) liability assumed by You by agreement and which would not have attached in the absence of such agreement.

## WAR AND KINDRED RISKS

- 2 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
- (a) war, invasion, act of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to a) above

## SONIC BANGS (applicable to Sections 1,2,3,6 & 7)

- 3 loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## TERRORISM

- 4 any liability loss damage cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Road Traffic Acts) directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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

If We maintain that by reason of this exclusion any liability loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon You.

## POLLUTION AND CONTAMINATION (applicable to Sections 1,2,3,6 & 7)

- 5 loss or destruction or damage caused by pollution or contamination but this shall not exclude physical loss or physical destruction of, or physical damage to the Property Insured not otherwise excluded caused by
- (i) pollution or contamination which itself results from an Event (as per Section 1, 2 & 3) or a Contingency (as per Section 6)
  - (ii) an Event (as per Section 1, 2 & 3) or a Contingency (as per Section 6) which itself results from pollution or contamination.

This endorsement does not apply to Section 8.

## CHANGES IN WATER TABLE LEVELS (applicable to Sections 1,2,3,6 & 7)

- 6 loss (including consequential loss) destruction or damage attributable solely to change in the water table level.

## CYBER

### 7 A. Cyber risk exclusion (applicable to Sections 1,2,3,6 & 7)

- 1 Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Cyber Incident or the fear or threat (whether actual or perceived) of a Cyber Incident, regardless of any other cause or event contributing concurrently or in any other sequence thereto

including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident.

- 2 This endorsement supersedes and, if in conflict with any other wording in this Policy having a bearing on a Cyber Incident, Electronic Data or Malware or Similar Mechanism, replaces that wording

- 3 However, subject to all the terms, conditions, limitations and exclusions of this Policy, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that an insured establishes that such physical loss, destruction or damage was directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data, directly occasioned by a Cyber Incident, shall not be recoverable hereunder nor be considered as physical loss, destruction or damage for the purposes of paragraphs 3 or 4

- 4 Notwithstanding the foregoing, subject to all the terms, conditions, limitations and exclusions of this Policy, in the event of physical loss or destruction of, or physical damage to, hardware or an Electronic Data storage device of a Computer System directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy, which results in loss or destruction of, or damage to, Electronic Data then this Policy will cover reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but excludes the value of the Electronic Data to an insured or any other party.

- 5 For the purposes of this clause only, a "Specified Peril" means one of the following perils:

Fire; lightning; explosion; aircraft and aerial devices dropped from them.

- 6 The following definitions apply to this clause and retain the same meaning throughout:

6.1 "Cyber Incident" shall include

- (i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- (ii) Malware or Similar Mechanism;
- (iii) programming or operator error whether by You or any other person or persons;
- (iv) any unintentional or unplanned – wholly or partially - outage of Your Computer System not directly caused by physical loss or damage,

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

- 6.2 "Computer System" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

- 6.3 "Electronic Data" means 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 programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 6.4 "Malware or Similar Mechanism" means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.
- 6.5 "Policy" means this policy and any endorsement thereto

## 7 B. Cyber risk exclusion (applicable to Sections 4 (Occurrence 2 & 3 only), 5 & 9)

Any liability arising directly or indirectly from or in connection with a Cyber Loss

**Cyber Loss** means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident

**Cyber Act** means a deliberate unauthorised malicious or criminal act or series of related deliberate unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer system

### Cyber Incident means

- (a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or
- (b) 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 System

**Computer System** means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility

**Data** means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System.

## DATE RECOGNITION (applicable to Sections 2,3,4,6,7,8 & 9)

- 8 liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
  - (b) media or systems used in connection with any of the foregoing

whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of

- (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

### Exception to Date Recognition

Provided always that this exclusion shall not apply to:

- 1 Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by You and / or Your consequential loss arising from loss or destruction of or damage to any property if directly caused by Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy  
The foregoing exception to this Date Recognition exclusion will not apply to any claim arising from any legal liability legal cost or expense of Your's
- 2 Death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with You if such death bodily injury shock illness or disease arises out of and in the course of such person's employment
- 3 Any claim otherwise identifiable under this Policy in respect of the use of a Motor Vehicle

## CONFISCATION (applicable to Sections 1,2,3,6 & 7)

- 9 loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority

# How to deal with a claim

## CIVIL COMMOTION IN NORTHERN IRELAND (applicable to Sections 1,2,3,6 & 7)

- 10 loss or destruction or damage to any property whatsoever directly or indirectly caused by resulting from or in connection with civil commotion in Northern Ireland regardless of any other cause contributing concurrently or in any other sequence to the loss.

## SANCTIONS

- 11 any liability loss damage cost expense or any other benefit of whatsoever nature where the provision of any payment in respect of such liability loss damage cost expense or any other benefit under this policy would expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom or United States of America.

### General

These Notes are not part of the Contract of Insurance but are a guide to help You if You have a claim.

If You know, or think it possible, that there may be damage or injury, or even if You just want to speak to someone about it, please phone Your broker or Us immediately. Prompt notification by You or Your insurance adviser to us, of all losses and injuries which might result in a claim, is important.

### Livestock Injury (Section 3)

Get a veterinary surgeon to treat the animal immediately as necessary (which must be at Your own expense). If the injury proves fatal advise Us immediately if You have not already done so and allow Us an opportunity to inspect the carcass before cutting or disposing of it. Veterinary Certificates will be required as to cause of death and value of animals.

### Dairy Farming Plant (Section 6)

In the event of plant breakdown in respect of urgent repairs which are insured You are entitled to have the work done right away. Otherwise proceed as for property damage (see below).

### Other Property Damage

Please write to Your broker or Us immediately, giving as much detail as You can. If You suspect that the damage was caused maliciously inform the Garda Síochána immediately as well.

Contractors estimates of the cost of repairs or replacement should be sent to Aviva within 30 days. If this is not possible for any reason please inform Us of the fact and explain the background.

### Minimising the Damage and Business Interruption

Do what You can to prevent further loss or damage and (where insured) any interruption to Your business.

### Notification of Injury

Where an employee has been injured or a member of the public has been injured and/or his property has been damaged please write to Your broker or Us immediately giving as much detail as You can.

### Admission of Liability/Preservation of Salvage

The law of liability is complex so do not admit liability even if You think You may be to blame. Leave it to Us to sort out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

### Claim Forms

Whenever a claim form is sent to You by Aviva in response to Your notification of loss damage or injury please complete and return it to Your broker or Us as soon as possible.



*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

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