



FARM POLICY DOCUMENT

(Underwritten by Surestone Insurance dac)

Welcome to Broker Solutions Ireland

Thank you for buying a Broker Solutions Ireland policy underwritten by Surestone Insurance dac. We are really pleased that you have chosen us for your farm insurance needs and we are confident that you will be satisfied with the cover and service you receive. This booklet contains everything you need to know about your insurance and how to contact us. This is our farm insurance product. This product has been designed to allow you flexibility in terms of the range of cover you have selected to suit your needs as well as a range of cover, benefits and level of deductible. Your Schedule should be read in conjunction with your policy booklet, so make sure you keep it in a safe place.

Padraic McNicholas CEO
Munster Insurance and Financial Ltd. t/a Broker Solutions Ireland





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We would draw your attention to Policy Exceptions and Exclusions on pages 79 to 89 of your Policy Document





Broker Solutions Ireland

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GUIDE TO THIS POLICY

This is your Farm Protect Policy, a legal document which sets out the insurance cover you have requested and which we have agreed to provide.

Like most commercial policies, the language of this Policy is quite formal. Please read it carefully, including the Schedule, and ensure you understand it fully. Please contact your insurance broker immediately if anything needs correcting, or if anything is not clear to you.

The Policy has separate sections for the different types of cover you have purchased. In each section is an insuring clause which, with any Extensions, set out the initial scope of cover. Then there are Exceptions, which exclude certain elements of that cover. Finally there are Conditions, which contain important provisions which you should comply with in order to avoid potential problems.

The policy has a “private dictionary” – words with a special meaning are listed in alphabetical order in the Definitions section, and those words always appear with a capital letter. Also, there are some extensions, exceptions and conditions that apply to more than one Section, and to enable you to find the relevant clauses there are signposts where necessary.





INDEMNITY AGREEMENT

Surestone Insurance dac (hereinafter referred to as the Company) are the insurers of this Policy and Munster Insurance & Financial Ltd t/a Broker Solutions Ireland are authorised to underwrite and administer this Policy on behalf of the Company.

In consideration of the Insured having paid or agreed to pay the premium, and on the basis that any information provided in connection with any proposal or submission made to the Company shall be the basis of, and incorporated into, this contract, the Company will, subject to the terms, Exceptions, Conditions, Endorsements, and applicable Limits of Indemnity and Extension Limits of Indemnity (as shown in the Schedule) of this Policy, indemnify the Insured against all sums as stated in any operative Section of this Policy, which arises in connection with the Business.

Surestone Insurance dac
Merrion Hall,
Strand Road,
Sandymount
Dublin 4
D04 P6C4
Registered Number IE340307



CLAIMS MANAGER

For the purpose of the Claims Condition, Claim Managers are noted to be OSG Loss Adjusters Ltd, Merrion Hall, Strand Road, Sandymount, Dublin 4 01-2611434

To notify a loss or a circumstance, claim or impending prosecution as outlined under the claims conditions in the policy document. Please contact:

Email: info@munstergroup.com

Telephone: 065-6841766

By Post:

Broker Solutions Ireland,
62 Upper O Connell Street,
Ennis,
Co. Clare
V95 Y954

An Incident report form (if required) can be obtained from OSG on 01 2611434

Mon to Fri 9am to 5pm

In the event of a claim the Company may appoint our own approved repairer or other expert to undertake restitution work on a property or motor vehicle.

In the event of a dispute regarding a Claim please contact

The Manager,
Broker Solutions Ireland,
62 Upper O Connell Street,
Ennis,
Co. Clare
V95 Y954

Tel: 065 6897884

CUSTOMER INFORMATION

1. Important Information

Please read this policy document and the Schedule (including endorsements) very carefully. Together with the information you gave us in the Proposal Form/Statement of Fact and declarations that you have made, they form the contract of your Farm Protect Policy. You should pay particular attention to the general exclusions, general conditions and any endorsements that apply.

Please contact your Insurance Broker immediately if you have any questions or if the cover does not meet your needs or if any part of your insurance documentation is incorrect.

Munster Insurance & Financial Ltd T/A Broker Solutions Ireland are subject to the Consumer Protection Code 2012, which offers protection to consumers. The Consumer Protection Code can be found on the Central Bank's website at www.centralbank.ie. Munster Insurance & Financial Ltd T/A Broker Solutions Ireland is authorised by the Central Bank of Ireland under Section 10 of the Investment Intermediaries Act 1995 (As amended). Munster Insurance & Financial Ltd T/A Broker Solutions Ireland is authorised as an insurance intermediary under the European Communities (Insurance Mediation) Regulations 2005 and this can be verified by the Insurance Mediation Register which is available on www.centralbank.ie.

Surestone Insurance dac are the insurers and Munster Insurance & Financial Ltd T/A Broker Solutions Ireland are authorised to underwrite and administer this Policy on behalf of the Company.

2. Cooling-Off Period / Right To Cancel

You, the consumer, have the right to cancel this policy within 14 days of inception or renewal date without penalty and without giving any reason. To do this, you must advise Broker Solutions Ireland or your Insurance Broker. If you choose to cancel this policy during the Cooling-Off period and as long as you haven't made any claims, we will work out the premium for the period we have been insuring you and refund the balance.

If You do wish to do so and the Policy cover has not yet commenced You will be entitled to a full return of the premium paid.

Alternatively if You wish to do so and the insurance cover has already commenced, You will be entitled to a return of the premium paid for which a deduction will apply for the time for which You have been covered. This will be calculated as a proportion of the time for which You received cover and will also include an administrative charge based on our standard short period rates to cover the administrative cost of providing the Policy.

We have the right to cancel this policy or any section or part of it by giving 14 days notice in writing by registered letter to Your last known address and return to you the amount of premium in respect of the unexpired Period of Insurance.

3. The Policy is underwritten by:

Surestone Insurance dac

Merion Hall,
Strand Road,
Sandy mount,
Dublin 4,
D04 P6C4

Registered Number IE340307

Telephone: +353 1 6601240

Surestone Insurance dac is regulated by the Central Bank of Ireland

4. The Policy is arranged by:

Munster Insurance & Financial Ltd t/a broker Solutions Ireland,
62 Upper O Connell Street,
Ennis,
Co. Clare
V95 Y954

Telephone: +353 65 6841766

Munster Insurance and Financial Ltd. t/a Broker Solutions Ireland is regulated by the Central Bank of Ireland

5. Data Protection Notice

It is important that you read this Data Protection Notice or that someone explains it to you. The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and registers that we and others have in place which allow us to detect and prevent fraudulent applications and claims. You must tell us about any incident (such as an accident, fire or theft) whether or not a claim is likely to result.

When you tell us about such an incident, information relating to it will be passed to the registers. We may search these databases when you apply for insurance, at renewal or in the event of an incident or a claim, to validate your claims history or that of any other person or property likely to be involved in the policy or claim. We may share information about you with other companies providing services to us.

Munster Insurance & Financial Ltd T/A Broker Solutions Ireland in Ireland is the registered data controller in relation to personal information held by it about you for the purposes of the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003 or similar provision applying in any amending or replacing legislation. By providing information to us through our appointed brokers and/or agents, you acknowledge that you accept the practices and policies outlined in this Privacy Policy which apply to the personal information submitted by you through this website. It is your responsibility to ensure that you have obtained the permission of any such persons and have shown this notice to them to allow us to process their personal data for the purposes outlined in this notice.

6. Preventing and detecting fraudulent claims history

In order to prevent and detect insurance related fraud, we may do the following at any time:

- Share information about you with other Companies providing services to us.
- Check and/or file your details with fraud prevention agencies, registers and databases and if you give us false or inaccurate information/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

If you have any queries or would like more information about Data Protection, please write to the:
Office of Data Protection Commissioners,
Canal House,
Station Road,
Portarlinton,
Co. Laois



Email: info@dataprotection.ie

Under the Data Protection Acts 1988 and 2003 of Ireland, You are entitled to receive a copy of the information we hold about you.

7. The law which applies to the contract

Under European law and the law of the Republic of Ireland, You and We can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply

8. Complaints Policy

Complaints Policy - All Policy Sections

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.

We will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received.

We will provide you with the name of one or more individuals to be your point of contact in relation to the complaint until it is resolved or cannot be progressed further.

We will provide you with regular updates on the progress of the investigation of a complaint at intervals of not less than 20 business days starting from the date on which the complaint was made.

We will attempt to investigate and resolve a complaint within 40 business days of having received the complaint.

Any telephone calls made in connection with this policy may be monitored or recorded to assist with staff training and for quality control.

Where 40 days have elapsed and the complaint is not resolved, you can contact the relevant Financial Services Ombudsman Bureau.





Step 1	If you arranged your cover through an agent or adviser, please send your complaint to them.
Step 2	If your complaint is not sorted out to your satisfaction, please contact: Customer Services Team Broker Solutions Ireland, 62 Upper O Connell Street, Ennis, Co. Clare V95 Y954 Tel: +353 65 6841766 Email: info@munstergroup.com Web: www.munstergroup.com
Step 3	If for some reason you are not happy with how Munstergroup Insurance has dealt with your complaint please then contact the following. Customer Relations Manager Surestone Insurance dac Merrion Hall , Strand Road, Sandymount Dublin D04 P6C4 Ireland Tel: +353 1 6601240 Email: enquiries@surestoneinsurance.ie
Step 4	If you are still unhappy and: Your complaint relates to the sales or administration of your policy, then contact: The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. LoCall: 1890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 E-mail: enquiries@financialombudsman.ie Web: www.financialombudsman.ie

9. Insurance Act 1936 (Section 93)

All money which is paid or may be paid by us to you under this policy will be paid in The Republic of Ireland.

10. Stamp Duties Consolidation Act 1999

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

11. Financial or Trade Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.



DEFINITIONS

Act of Terrorism shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Average

average means that if the sum **insured** at the time of a loss is less than the insurable value of the **insured** property, the amount claimed under the policy will be reduced in proportion to the under-**insurance**.

Bodily Injury shall mean death, injury, illness, or disease; and shall include nervous shock, mental anguish, and mental illness.

Buildings (Farm Home only not Farm Outbuildings) means the Home built with brick, stone or concrete and roofed substantially (at least 70%) with slates, tiles, concrete or other incombustible materials, including its domestic outbuildings, garages, sanitary fixtures, swimming pools (but not outdoor spas, saunas and hot tubs) tennis courts, patios, terraces, drives, footpaths, walls, gates & decks, hedges and fences, aerials, satellite aerials and their fittings and masts securely attached to the Building, solar panels, fuel, septic and service tanks, landlords fixtures and fittings to the Buildings, fitted, wooden or laminated flooring, built in kitchen, bathroom or bedroom units and their integrated appliances all on the same site provided they are all within the boundary of the Home but not including any building used in connection with farming.

Business shall mean the business described in the Schedule.

Business Interruption shall mean any loss covered under Section 7 of this Policy.

Claims Manager shall be as stated in the Wording.

Computer Equipment shall mean computers and all other equipment used for the storage and communication of electronically processed data including interconnecting wiring, fixed discs, and other data carrying Media, software and telecommunications but excluding any equipment used in the control of a manufacturing process.

Contents (Farm Home only) means Household goods, personal belongings (including Valuable property), collections of stamps, coins or medals (up to €300), Tenant's fixtures and fittings (including interior decorations), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €750) on or in the Home, all belonging to or the legal responsibility of You or a member of Your Household but not including contents in any building used in connection with farming.

The following property is not included as Contents:

- Motor vehicles (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.

• Deeds (except as outlined in Paragraph 19, Additional Benefits: Section 2 - Contents), bonds, bills of exchange, securities, documents, manuscripts, or Money of any kind.

• Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

Damage shall mean direct physical loss, destruction, or damage which is both sudden and accidental, and Damaged shall have the equivalent meaning.

Data shall mean facts concepts and/or information converted to a form useable in the Insured's computer operations owned leased or rented by the Insured or for which they are legally responsible.

Debris Removal Costs shall mean costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- (a) debris removal;
- (b) dismantling and demolishing, shoring up or propping, or clearing of drains and sewers of the portion(s) of the Property Insured Damaged by any Defined Peril.

The Company shall not pay for any costs or expenses:

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

Declared Value shall mean the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Definition of Reinstatement at the inception of the Period of Insurance, ignoring inflationary factors, making the allowance for:

- (a) the additional cost of Reinstatement to comply with Public Authority requirements;
- (b) Professional Fees;
- (c) Debris Removal Costs.

Defence costs shall mean:

- (a) All other costs and expenses incurred with the Company's written consent in respect of any Event that may be the subject of indemnity under Sections 2, 3, 6 & 7.
- (b) Solicitor's fees incurred with the Company's written consent for representation of the Insured at:
 - (i) any coroner's inquest or fatal accident inquiry in respect of any death; or
 - (ii) proceedings in any court of summary jurisdiction, arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of, or damage to, Property;

which may be the subject of indemnity under Sections 2, 3, 6 & 7.



Defined Peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, earthquake, riot, civil commotion, strikers, locked-outworkers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, or accidental discharge or leak of water from any automatic sprinkler installation.

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee shall mean:

- (a) any person under a contract of service or apprenticeship with the Insured;
- (b) (i) any labour master or labour only sub- contractor or person supplied by any of them;
 - (ii) any self-employed person;
 - (iii) any person under a contract of service or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured;
 - (iv) any person participating in any Government or otherwise authorised work experience, training, study, exchange, or similar scheme;
 - (v) any voluntary person;
 - (vi) any outworker or homeworker;
 - (vii) any prospective employees being assessed for suitability; while engaged in work for the Insured in connection with the Business

Employers Liability

Covers, in accordance with the Indemnity Agreement, Bodily Injury to any Employee arising out of and in the course of his employment or engagement by the Insured, and caused during the Period of Insurance:

- (a) in Republic of Ireland, or, in connection with offshore installations, within the Continental Shelf around those countries;
- (b) whilst temporarily outside the countries named in (a), provided that such Employee is ordinarily resident in any of the aforesaid countries.

(in respect of b) a temporary visit away from the territories in a) should not exceed 12 months.)

Estimated Gross Profit shall mean the amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance, or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months.

Estimated Revenue shall mean the amount declared by the Insured to the Company as representing not less than the Revenue which it is anticipated will be earned by the



Business during the financial year most nearly concurrent with the Period of Insurance, or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months.

Event shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause.

Excess shall mean the amount stated in the Schedule, which shall be payable by the Insured for each claim or Event in respect of all damages, claimant's costs, and defence costs and expenses (including investigation costs other than the Company's own salary and other internal costs), before the Company shall be liable to make any payment under this Policy

Farm Outbuildings shall mean Buildings of all farm buildings (except as specifically mentioned on schedule) are constructed of brick, stone, concrete, slate, tiles, metal or slabs composed entirely of incombustible mineral ingredients

Farm Property shall mean

1. ROOTS and POTATOES not stored in buildings
2. SILAGE in open or in detached buildings or in towers of incombustible construction and used for no other purpose
3. AGRICULTURAL PRODUCE and FARMING STOCK, including hay and straw but excluding livestock and the aforementioned. NB Agricultural produce within 20 metres of a chimney in use - unless in buildings which are completely enclosed is not covered
4. POULTRY REARING HOUSES AND POULTRY
5. FARM IMPLEMENTS and MACHINERY on your property or for which you are responsible excluding power driven vehicles, implements and their accessories if and so far as they are otherwise insured
6. COMPUTERISED ELECTRONIC MILKING EQUIPMENT
7. FARM OUTBUILDINGS

Fire Brigade Charges shall mean charges in accordance with local requirements.

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

Goods shall mean

- (a) property of every description belonging to the Insured, held in trust, or on commission, for which the Insured is responsible or has accepted responsibility;
- (b) securing chains, toggles, dunnage, sheets, tarpaulins, packing materials, and the like, including containers belonging to the Insured or for which the Insured is responsible, or wishes to accept responsibility, but cover for these shall not exceed €2,500 in respect of any one claim.

Gross Profit shall mean the amount by which the sum of the amount of the Turnover and the amounts of the closing Stock shall exceed the sum of the amounts of the opening Stock and the amount of the Specified Working Expenses.



The amounts of the opening and closing Stock shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the Insured or not.

Height Limit shall be limited to 10 metres unless otherwise endorsed.

Home means the buildings built with brick, stone or concrete and roofed substantially (at least 70%) with slates, tiles, concrete or other incombustible materials, including its domestic outbuildings, garages, sanitary fixtures, swimming pools (but not outdoor spas, saunas and hot tubs) tennis courts, patios, terraces, drives, footpaths, walls, gates & decks, hedges and fences, aerials, satellite aerials and their fittings and masts securely attached to the Building, solar panels, fuel, septic and service tanks, landlords fixtures and fittings to the Buildings, fitted, wooden or laminated flooring, built in kitchen, bathroom or bedroom units and their integrated appliances all on the same site provided they are all within the boundary of the Home but not including any building used in connection with farming.

Incident shall mean Damage to Property Insured, used by the Insured at the Premises for the purpose of the Business.

Indemnity Period shall mean:

- (a) for all purposes apart from in connection with the Infectious Diseases Extension, the period beginning with the occurrence of an Incident
- (b) for the purposes of the Infectious Diseases Extension to Section 2, the period beginning with the date from which the restrictions on the Premises are applied and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected as a result of such Incident or restriction.

Insured shall mean:

- (a) The party stated as Insured in the Schedule.
 - (i) any director or partner of the Insured or any Employee, while acting on behalf of, or in the course of his employment or engagement by, the Insured, in respect of liability for which the Insured would have been entitled to an indemnity under this Policy if the claim had been made against the Insured;
 - (ii) any officer, member, or Employee, of the Insured's canteen, social, sports, or welfare organisation, or security, fire, dental, medical, first aid, or ambulance services, or nursery, crèche or child care facilities, in their respective capacities as such;
 - (iii) any director, partner, or senior official, of the Insured, in respect of private manual work, carried out by any Employee for any such person, with the consent of the Insured;
 - (iv) any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Insured.

Further, in the event of the death of the Insured; the personal representatives of the Insured in respect of liability incurred by the Insured.





Insured Person shall mean:

- (a) the Insured or any principal, director, or Employee of the Insured: or
- (b) any person acting on behalf of the Insured other than an employee of a security company or organisation; but excluding any person committing the robbery or attempted robbery.

Limit of Indemnity shall mean:

- (a) for the purposes of Sections 2,3,6 and 7 the total liability of the Company for all amounts payable in accordance with the Insuring Clauses under these Sections for any loss or series of losses arising from any one occurrence as stated in the Schedule.
- (b) for the avoidance of doubt, the Limit of Indemnity is inclusive of the relevant Deductible stated in the Schedule.
- (c) for the purposes of Sections 4 & 5 the total liability of the Company for all amounts payable in accordance with the Insuring Clauses under these Sections, and shall not exceed the amount(s) stated in the Schedule. For the avoidance of doubt, for the purposes of Sections 4 and 5, the Limit of Indemnity is in addition to the relevant Self-Insured Retention stated in the Schedule

Maximum Indemnity Period shall be as stated in the Schedule.

Media shall mean solely the materials on which Data and/or Programs are recorded.

Money shall mean current coin, bank, and currency notes, cheques, travellers cheques, postal and money orders, current unused postage stamps, national savings stamps, and certificates, premium bonds, luncheon vouchers, credit card sales vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday and pay stamps, banker's drafts, promissory notes, savings bonds, securities, bills of exchange, dividend warrants, V.A.T. purchase invoices, consumer redemption vouchers, company sales vouchers or other negotiable instruments belonging to the Insured or for which the Insured is responsible.

Notifiable Disease shall mean illness sustained by any person resulting from:

- (a) food or drink poisoning; or
- (b) acute encephalitis, acute infectious hepatitis, acute meningitis, acute poliomyelitis, anthrax, botulism, brucellosis, chicken pox, cholera, diphtheria, dysentery, haemolytic uraemic syndrome, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, plague, rabies, rubella, scarlet fever, small pox, streptococcal disease, tetanus, tuberculosis, typhoid fever, typhus, viral hemorrhagic fever, viral hepatitis, whooping cough or yellow fever.

Nuclear Installation shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State by statutory instrument being an installation designed or adapted for:

- (a) the production or use of atomic energy;
- (b) the carrying out of any process which is preparatory or ancillary to the



production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;

- (c) the storage, processing or disposal of nuclear fuel, or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor shall mean any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Offshore shall mean from the time of embarkation by an Employee onto a conveyance at the point of final departure, to either an offshore installation or vessel, until disembarkation by an Employee from a conveyance onto land upon return from either an offshore installation or vessel.

Outstanding Debit Balances shall mean the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the last calendar month, adjusted for:

- (a) bad debts;
- (b) amounts debited, or invoiced but not debited, and credited, including credit notes and cash not passed through the books at the time of the Incident, to customers' accounts in the period between the date to which said last statement relates and the date of the Incident; and
- (c) any abnormal conditions of trade which had or could have had a material effect on the Business;

so that the figure thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of an Incident had the Incident not occurred.

Personal Injury shall mean Bodily Injury, and related wrongful arrest, detention, imprisonment, or eviction, of any person, and wrongful accusation of shoplifting.

Pollutants shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

Pollution Hazard shall mean:

- (a) actual, alleged, or threatened:
 - i. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
 - ii. subsequent spread, migration, or movement of Pollutants following (i) above;
- (b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.

Premises shall mean the Buildings and the land owned by you or leased to you and used for the purpose of your business as stated in the Schedule.

Professional Fees shall mean architects', surveyors', consulting engineers', legal and other fees necessarily incurred in the reinstatement of the Property Insured as a result of its Damage, but not for preparing any claim.

Programs shall mean a sequence of instructions given to a computer which are either purchased or written on a custom basis owned leased or rented by the Insured or for which they are legally responsible.

Property Insured shall mean the items of property listed in The Schedule.

Products Liability

- a. Death bodily injury shock or disease of any person except that arising out of or in the course of such persons employment with you or under a contract of service or apprenticeship .
- b. Loss or physical damage to physical property not belonging to you or in your charge or under 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 or altered or treated by you and happening elsewhere than at your premises.

Public Liability means

- a. Death bodily injury shock or disease of any person except that arising out of or in the course of such persons employment with you or under a contract of service or apprenticeship .
- b. Loss or physical damage to physical property not belonging to you or in your charge or under control or that of any servant of yours .
- c. Loss arising from obstruction trespass nuisance or interference with any easement of air light or water or way.

As a result of negligence on your behalf or such persons that are under contract of service or apprenticeship

Happening during the period of insurance

Rate of Gross Profit shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident;

Reinstatement shall mean:

- a. the rebuilding or replacement of property which, provided the liability of the Company is not increased, may be carried out:
 - i. in any manner suitable to the requirements of the Insured;
 - ii. upon another site.

or

- b. the repair or restoration of the property Damaged;



in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

- c. in respect of Computer Equipment and Ancillary Equipment and data carrying materials, to the extent that it cannot be economically repaired, it will be replaced by similar equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is not possible to obtain equipment of similar capacity replacement will be of the next higher capacity.

Rent Payable shall mean loss of rent payable as a result of the Building(s) or any part being unfit for occupation in consequence of:

- (a) their being Damaged or
- (b) Damage elsewhere on or about the Premises

Rent Receivable shall mean the amount of the rent received and payments for services provided in respect of the letting of the Premises.

Revenue shall mean the money paid or payable to the Insured for services rendered in course of the Business at the Premises.

Specified Working Expenses shall mean purchases (less discounts received), discounts allowed, carriage, packing and freight, unless otherwise defined in the Schedule. (The words and expressions used in this definition shall have the meaning usually attached to them in the Insured's book of accounts.)

Standard Rent Receivable shall mean the Rent Receivable during the period in the twelve months immediately before the date of the Damage appropriately adjusted where the Indemnity Period exceeds 12 months.

Standard Revenue shall mean the Revenue during that period in the twelve months immediately before the date of an Incident which corresponds with the Indemnity Period.

Standard Turnover shall mean the Turnover during that period in the twelve months immediately before the date of an Incident which corresponds with the Indemnity Period.

Stock shall mean the stock and materials in trade, including work in progress, at the Premises, the property of the Insured, or held in trust by the Insured, or on commission, for which the Insured are responsible or wish to assume responsibility.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:

- (a) the response of a computer to any date or date change; or
- (b) the failure of a computer to respond to any date or date change; or
- (c) any loss of, damage to, change or corruption in, data or software on a computer system; or
- (d) any Virus or Similar Mechanism, or Hacking, or degradation of, or breach of security in, or denial of access to, a computer system, or website.

Terrorism shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where





such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, ideological or similar cause.

Third Party Premises shall mean premises that are owned, tenanted, or occupied by a third party and that are not used or permanently occupied by the Insured.

Theft shall mean the unlawful taking of property within premises that have been closed and in which there are visible marks evidencing forcible entry.

Transit shall mean in transit by road, rail, or inland waterway, between any addresses within the Geographical Limits including any loading and unloading and whilst what is in transit is temporarily housed.

Turnover shall mean the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

Unoccupied shall mean closed for Business or not occupied for its usual Business purposes for any period of more than 30 consecutive days.

Valuables shall mean gold, silver, jewellery, watches, precious stones, works of art, rare books, sculptures, curios and collections.

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not including but not limited to Trojan horses, worms or logic bombs.

We, us and our shall mean SureStone Insurance Dac

You and your shall mean the person named as policyholder in the Schedule





SECTION 1 FARM HOME

1 Buildings

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Buildings** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below and 10 where cover is shown as being included in the **Schedule**.

	Covered	Not Covered
1.	Fire, smoke, lightning, explosion or Earthquake	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog. The Standard excess shown in the Schedule.
2.	Storm, Flood or Snow Load	Loss or damage: <ul style="list-style-type: none"> • caused by frost, Subsidence, Ground heave or Landslip • to gates, fences or hedges • due to wear and tear or gradual deterioration • for loss or damage caused by weight of snow to gutters, fascia, soffit and to garages and outbuildings. • caused after the Home is left Unoccupied for more than 30 consecutive days <p>We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the Buildings.</p> <p>The Standard excess shown in the Schedule For Storm, however, the excess will increase to €500 for loss or damage to any area of the Roof which is of non-standard construction.</p> <p>The Flood or Snow Load excess shown in the Schedule</p>





	Covered	Not Covered
3.	<p>Subsidence or Ground heave of the site on which the Buildings stand or Landslip.</p>	<p>Loss or damage in respect of apartment blocks (purpose-built or converted).</p> <p>Loss or Damage:</p> <ul style="list-style-type: none"> • caused by Settlement due to building load, bedding down, coastal, lake or river erosion, or erosion from the escape of water from any underground pipe, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials • caused by building on made-up ground or filled-in land, or caused by tunnelling work • caused by leaking underground water pipes or sewers • to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, service and septic tanks, sewers, swimming pools unless liability is admitted under the policy for loss or damage to the Home from the same cause occurring at the same time • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause, associated with such causes arising prior to inception of this policy. • caused after the Home is left Unoccupied for more than 30 consecutive days • Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground heave or Landslip unless it has been disclosed to and accepted by us. <p>The Subsidence Excess shown on the Schedule applies to this cover</p>





	Covered	Not Covered
4.	Theft or attempted Theft	<p>Loss or damage:</p> <ul style="list-style-type: none"> while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force caused by a member of the Household other than domestic staff caused after the Home is left Unoccupied for more than 30 consecutive days or while the Home is Unfurnished theft or attempted theft by any person lawfully on the Property loss or damage caused by deception, unless deception is used solely to gain entry to Your Property losses not reported to the police within 24 hours of discovery <p>The Standard Excess shown in the Schedule</p>
5.	Riot, civil unrest, labour or political disturbance	<p>The Standard Excess shown in the Schedule.</p> <p>Caused after the Home is left Unoccupied for more than 30 consecutive days.</p>
6.	Vandals or malicious People	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by any person lawfully on the Premises or any person invited onto the premises by You or a member of your Household. after the Home is left Unoccupied for more than 30 consecutive days. To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants while the Home is Unfurnished. <p>The Standard Excess shown in the Schedule.</p>





	Covered	Not Covered
7.	Escape of water or oil from or the bursting of any fixed domestic water or heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> • caused after the Home is left Unoccupied for more than 30 consecutive days • while the Home is Unfurnished • to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration • if the leak is shown to be present prior to policy inception • to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units permanently sited hot tubs or saunas or by the ingress of water through defective or damaged seals or grouting • by water discharged or leaking from an automatic or manual sprinkler installation • from Subsidence, Ground heave or Landslip that results from escape of water <p>The Escape of Water/Oil Excess shown on the Schedule applies to this cover</p>
8.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	<p>Loss or damage</p> <ul style="list-style-type: none"> • caused by Animals or Pets under Your control • to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels • caused after the Home is left Unoccupied for more than 30 consecutive days <p>The Standard excess shown in the Schedule</p>





	Covered	Not Covered
9.	Falling trees or branches, aerials, aerial fittings or masts	<p>Loss or damage</p> <ul style="list-style-type: none">• to gates, fences or hedges• caused by felling or lopping of trees We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the Home• caused after the Home is left Unoccupied for more than 30 consecutive days• to wind turbines and solar panels <p>The Standard excess shown in the Schedule</p>





	Covered	Not Covered
10.	<p>Accidental Damage (Optional Cover to Buildings) (This extension only applies if the Schedule shows that You have Accidental Damage cover for Buildings) The Buildings are insured against accidental damage in addition to the perils listed in 1-9 above.</p>	<p>Damage</p> <ul style="list-style-type: none"> • While Your home, or any part of it, is lent, let or sublet or solely accommodating Paying Guests. <p>Damage caused by</p> <ul style="list-style-type: none"> • Wear and tear or gradual deterioration, gradually operating causes, • Misuse or breakdown • Insects, parasites or vermin, • Corrosion, fungus, mildew or rot, • Atmospheric or climatic conditions, frost or the action of light, • Alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown, • Chewing, scratching, tearing or fouling by domestic pets belonging to You or a member of Your Household, • Any process of cleaning, drying, dyeing, heating or washing, • Faulty design or workmanship or the use of faulty materials • Demolition, structural alteration or structural repair of the Buildings. <p>For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</p> <p>Damage to Wind turbines</p> <p>Loss or damage whilst the Buildings are Unoccupied and/or Unfurnished for more than 30 consecutive days.</p> <p>The Standard excess shown in the Schedule.</p> <p>Any loss, damage or amount shown as not insured under paragraph 1 to 9 of this section</p>





Settlement of Claims: Section 1 - Buildings

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

With the exception of a Total Loss, **We** will automatically reinstate the **Sum insured** from the date of payment of any claim unless **We** give **You** written notice to the contrary before payment. In addition to any other action **We** may take, **We** reserve the right to proportionately reduce the amount payable on a claim if **You** received a premium reduction as a result of providing inaccurate information.

We will pay the full cost of repair or reinstatement as new of the damaged part of the **Buildings** provided that the work is done without delay or at **our** option **We** will arrange for the work to be carried out.

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

The most **We** will pay under events 1 to 10 and 'Additional costs' below is the **Buildings Sum Insured**.

Additional costs: **We** will pay the necessary and reasonable expenses that **You** incur in reinstating the **Buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others,
- the cost of clearing the site and making it and the **Home** safe,
- the cost of complying with any government or local authority requirement following loss or damage unless **You** were given notice of the requirement before the loss or damage.

We will deduct an amount for wear and tear for fixed floor or wall coverings over 36 months old.

We will not pay:

- fees for preparing a claim under this section
- costs in respect of undamaged parts of the **Buildings** (except the foundations of the damaged parts)

Mortgage clause: The interest of the mortgagee shall not be prejudiced by any act or neglect by **You**, **Your Household** or any **Tenant** that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **us** and pay an additional premium if required.

Selling your home

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



Additional Benefits: Section 1 - Buildings

PROVIDED **BUILDINGS** ARE INSURED UNDER THIS POLICY THE FOLLOWING ADDITIONAL COVERS SHOWN IN THE **SCHEDULE** APPLY

	Covered	Not Covered
11.	Accidental breakage of fixed glass in windows, doors, roofs, conservatories, porches, ceramic hobs or tops of cookers and fixed sanitary ware in the Home The limits provided under this section are shown in Section 5 - Table of Benefits	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> to any item broken or cracked at the commencement of this insurance after the Home is left Unoccupied for more than 30 consecutive days while the Home is Unfurnished by vandals or malicious persons lawfully on the Premises to ceramic hobs or tops in moveable cookers <p>The Standard excess shown in the Schedule</p>
12.	Accidental damage to Service Pipes and cables, underground pipes or underground tanks servicing the Home The limits provided under this section are shown in Section 5 - Table of Benefits	<p>Loss or damage due to</p> <ul style="list-style-type: none"> wear and tear rust or gradual deterioration <p>Loss or damage</p> <ul style="list-style-type: none"> to Buildings or Contents to Septic Tanks or domestic wastewater treatment systems unless it has been registered with The Environment Protection Agency as part of their national inspection plan caused after the Home is left Unoccupied for more than 30 consecutive days <p>The Standard excess shown in the Schedule</p>
13.	Trace and Access Cost to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation where water or oil has escaped The limits provided under this section are shown in Section 5 - Table of Benefits	<p>Loss or damage:</p> <ul style="list-style-type: none"> to the item from which the escape occurred caused after the home is left unfurnished or unoccupied for more than 30 consecutive days



14. Alternative Accommodation

If the **Home** is made uninhabitable by damage from any event insured by this section, **We** will pay:

If **You** have **Home Buildings** cover:

- i. rent **You** would have received (provided **You** have notified **us** and the policy has been extended to cover this use)
- ii. the reasonable extra cost of comparable alternative accommodation if **You** occupy the **Home**

If **You** have **Home Contents** cover:

- i. the reasonable extra cost of comparable alternative accommodation if **You** occupy the **Home**
- ii. the reasonable cost of temporary storage of furniture but only during the period necessary to reinstate the **Home** to a habitable condition. The work of reinstatement or repair must be done without delay.

The limits provided under this section are shown in Section 5 - Table of Benefits

15. Fire Brigade Charges

- i. Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **Buildings** or **Contents** in circumstances which have given rise to a valid claim under this policy.

The limits provided under this section are shown in Section 5 - Table of Benefits





2 Farm Home Contents

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Contents** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below and 10 where cover is shown as being included in the **Schedule**.

	Covered	Not Covered
1.	Fire, smoke, lightning, explosion or earthquake	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog. The Standard excess shown in the Schedule.
2.	Storm, Flood or Snow Load	Loss or damage: <ul style="list-style-type: none"> caused by frost caused by water entering Your Home due to wear, tear or deterioration loss or damage to drives, patios and terraces, gates and fences, swimming pools, tennis courts for property in the open loss or damage caused by rising water table levels caused after the Home is left Unoccupied for more than 30 consecutive days The Standard excess shown in the Schedule for Storm. The Flood or Snow Load excess shown the Schedule.





	Covered	Not Covered
3.	Subsidence or Ground heave of the site on which the Buildings stand or Landslip.	<p>Loss or Damage:</p> <ul style="list-style-type: none"> • caused by Settlement due to building load, bedding down, coastal, lake or river erosion, or erosion from the escape of water from any underground pipe, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials • caused by building on made-up ground or filled-in land, or caused by tunnelling work • to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, service and septic tanks, sewers, and swimming pools unless liability is admitted under the policy for loss or damage to the Home from the same cause occurring at the same time • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause. • associated with such causes arising prior to inception of this policy. • caused after the Home is left Unoccupied for more than 30 consecutive days • if any part of the Buildings suffered previous loss or damage by Subsidence, Ground heave or Landslip unless it has been disclosed to and accepted by us. <p>The Subsidence Excess shown on the Schedule applies to this cover.</p>





	Covered	Not Covered
4.	Theft or attempted Theft	<p>Loss or damage:</p> <ul style="list-style-type: none"> while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force caused by a member of the Household other than domestic staff caused after the Home is left Unoccupied for more than 30 consecutive days or while the Home is Unfurnished theft or attempted theft by any person lawfully on the Property loss or damage caused by deception, unless deception is used solely to gain entry to Your Property losses not reported to the police within 24 hours of discovery resulting from any stealing or attempted stealing that does not involve force and violence to get in or to get out of Your Home <p>The Standard excess shown in the Schedule.</p>
5.	Riot, civil unrest, labour or political disturbance	<p>Loss or damage while:</p> <ul style="list-style-type: none"> the buildings are unoccupied for more than 30 consecutive days for loss or damage caused by Your Tenant, guest or visitor <p>The Standard Excess shown in the Schedule</p>
6.	Vandals or malicious people	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by any person lawfully on the Premises or any person invited onto the premises by You or a member of Your Household after the Home is left Unoccupied for more than 30 consecutive days. while the Home is Unfurnished. <p>The Standard Excess shown in the Schedule</p>





	Covered	Not Covered
7.	Escape of water or oil from or the bursting of any fixed domestic water or heating installation. The limits provided under this section are shown in Section 5-Table of Benefits.	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> after the home is left unfurnished or unoccupied for more than 30 consecutive days. <p>The Escape of Water/Oil Excess shown in the Schedule</p>
8.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	<p>Loss or damage</p> <ul style="list-style-type: none"> caused by Animals or Pets under Your control to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels caused after the Home is left Unoccupied for more than 30 consecutive days <p>The Standard Excess shown in the Schedule</p>
9.	Falling trees or branches, aerials, aerial fittings or masts	<p>The cost of removing fallen trees unless the buildings are damaged when the tree fell</p> <p>Loss or Damage</p> <ul style="list-style-type: none"> to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels. caused after the Home is left Unoccupied for more than 30 consecutive days <p>The Standard Excess shown in the Schedule</p>





	Covered	Not Covered
10.	<p>Accidental Damage (This extension only applies if the Schedule shows that You have Accidental Damage cover for Contents) The Contents are insured against accidental damage in addition to the perils listed in 1-9 above.</p>	<p>Contents lost in the home</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, mobile phones, money, stamps, coins or medals, food or drink. Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • Wear and tear or gradual deterioration, gradually operating causes, • Misuse or breakdown • Insects, parasites or vermin • Corrosion, fungus, mildew or rot • Atmospheric or climatic conditions, frost or the action of light • Alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown belonging to You or a member of Your Household • Any process of cleaning, drying, dyeing, heating or washing • Faulty design or workmanship or the use of faulty materials • Demolition, structural alteration or structural repair of the Buildings <p>For damage to contents within garages and outbuildings</p> <p>Loss or damage whilst the Buildings are Unoccupied and/or Unfurnished for more than 30 consecutive days</p> <p>Damage to any part of the Home which is lent, let or sub-let or solely accommodating Paying Guests</p> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 9 of this section.</p> <p>The Standard Excess shown in the Schedule</p>





Settlement of Claims: Farm Home Contents

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

We will automatically reinstate the **Sum insured** from the date of payment of any claim unless **We** give **You** written notice to the contrary before payment. In addition to any other action **We** may take, **We** reserve the right to proportionately reduce the amount payable on a claim if **You** received a premium reduction as a result of providing inaccurate information.

We will pay the full cost of replacement as new or repair of the **Contents** lost or damaged or at **our** option **We** will replace the **Contents** or arrange for the repair work to be carried out.

However, **We** will deduct an amount for wear and tear:

- for clothing, furs and linen
- for floor & window coverings over 36 months old

The most **We** will pay under paragraphs 1 to 9 is the **Contents Sum insured** but see the limitations in the Definitions - Meaning of Words with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **Valuable property**.



Additional Benefits: Farm Home - Contents

PROVIDED **CONTENTS** ARE INSURED UNDER THIS POLICY THE FOLLOWING ADDITIONAL COVERS APPLY

	Covered	Not Covered
11.	<p>Accidental breakage while in the Home of mirrors, plate glass tops to furniture or fixed glass in furniture</p> <p>The limits provided under this section are shown in section 5 - Table of Benefits.</p>	<p>Damage while any part of the Home is lent, let or sub-let:</p> <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the Home is left Unoccupied for more than 30 consecutive days • while the Home is Unfurnished • by vandals or malicious persons lawfully on the premises • to any item damaged or cracked before the commencement of this insurance • caused by any process of repair, replacement or alteration <p>The Standard Excess shown in the Schedule</p>
12.	<p>Audio, TV and video equipment.</p> <p>Accidental damage while in the Home to radios, televisions, (including satellite decoding equipment) other audio or video equipment.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Damage while any part of the Home is lent, let or sub-let Loss or damage caused:</p> <ul style="list-style-type: none"> • By wear and tear or gradual deterioration, • By insects, vermin, corrosion, rot, mildew fungus, atmospheric conditions, • By the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, • By misuse, faulty workmanship or design, the use of faulty materials, or breakdown • to records, audio, video or computer discs, tapes or cassettes • to telephones or telephone equipment • caused by computer viruses • after the Home is left Unoccupied for more than 30 consecutive days • to any mobile phone device or personal IT tablet or gadget <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 9 of this section.</p>



	Covered	Not Covered
13.	<p>Personal Money</p> <p>Accidental loss of or accidental damage to Money belonging to You or a member of Your Family, anywhere in the world.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Loss of Money from the Home while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force.</p> <p>Stealing of Money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit to the home to obtain the keys to the vehicle is made using violence and force.</p> <p>Shortages caused by error or omission.</p> <p>Depreciation in value.</p> <p>Losses not reported to the police within 24 hours of discovery. Confiscation or detention by customs or other officials.</p> <p>Caused after the Home is left Unoccupied for more than 30 consecutive days.</p> <p>The Standard Excess shown in the Schedule</p>
14.	<p>Credit cards</p> <p>The Standard Excess shown in the Schedule from unauthorised use following loss or theft of credit cards belonging to You or a member of Your Household</p> <p>The limits provided under this section are shown in Section 5 – Table of Benefits</p>	<p>Unauthorised use by a member of Your household. Liability following breach of the terms and conditions of use.</p> <p>Confiscation or detention by customs or other officials.</p> <p>Loss or damage caused after the Home is left Unoccupied for more than 30 consecutive days.</p> <p>The Standard Excess shown in the Schedule</p>
15.	<p>Contents in the open.</p> <p>The Contents are insured while in the open within the boundaries of the land belonging to the Home against loss or damage caused by events 1 and 3 to 9 of Contents</p> <p>The limits provided under this section are shown in Section 5 -Table of Benefits</p>	<p>Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 9 of Section 2 Contents –</p> <ul style="list-style-type: none"> • Plants and trees <p>Loss or damage</p> <ul style="list-style-type: none"> • due to wear and tear, rust or gradual deterioration • Caused after the Home is left Unoccupied for more than 30 consecutive days. <p>The Standard Excess shown in the Schedule</p>





	Covered	Not Covered
16.	<p>Fridge & Freezer Contents</p> <p>Deterioration of food or drink caused by:</p> <p>A change in temperature of the freezer or refrigerator in the Home</p> <p>Contamination by accidental escape of refrigerant or refrigerant fumes.</p> <p>We will pay for the cost of replacing food and drink unfit for human consumption.</p> <p>The limits provided under this section are shown in Section 5 -Table of Benefits</p>	<p>Deterioration resulting from the deliberate act of the supply authority.</p> <p>Any consequence of strikes, labour or political disturbances.</p> <p>No more than one claim in one policy period for Fridge and Freezer Contents.</p> <p>Caused after the Home is left Unoccupied for more than 30 consecutive days</p>
17.	<p>Accidental loss of oil or metered water.</p> <p>a) Loss of oil from a domestic heating installation or</p> <p>b) Loss of metered water following accidental damage to the domestic water or heating installation.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<ul style="list-style-type: none"> • Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation • Loss or damage if leak is shown to be present prior to policy inception • Loss or damage caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days • Loss or damage to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units • Loss or damage caused after the Home is left Unoccupied for more than 30 consecutive days <p>The Standard Excess shown in the Schedule</p>
18.	<p>Replacement locks</p> <p>The cost of replacing and fitting outside door locks to the Home if the keys of such locks are stolen, provided the theft of such keys is reported to the Police within 24 hours of discovery. The limits provided under this section are shown in Section 5 – Table of Benefits</p>	<p>Loss or damage caused after the Home is left Unoccupied for more than 30 consecutive days.</p> <p>The Standard Excess shown in the Schedule</p>





	Covered	Not Covered
19.	<p>Title deeds</p> <p>The cost of preparing new title deeds to the Premises if they are lost or damaged by a cause insured under the events in paragraphs 1 to 9 of Section 2 – Contents while in the Home or while kept in Your bank for safe-keeping.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Loss or damage caused after the Home is left Unoccupied for more than 30 consecutive days.</p>





	Covered	Not Covered
20.	<p>Wedding and Christmas cover</p> <p>We will automatically increase your Contents section as set out in section 5 – Table of Benefits</p> <ul style="list-style-type: none"> (a) for the month of December, and (b) for 28 days before and after the wedding of any member of your immediate family 	
21.	<p>Contents temporarily removed</p> <p>The Contents are insured within the Geographical limits while temporarily removed from the Premises against loss or damage caused by:</p> <ul style="list-style-type: none"> • The events insured in events 1 to 3 and 5 to 9 of Section 2 -Contents <p>Theft or attempted theft from:</p> <ul style="list-style-type: none"> • A bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of You or a member of Your Household • Within an occupied building or caravan used for residential purposes or a building where You or a member of Your Family are employed, engaged in Your/ their business or temporarily living • Any other building provided entry to or exit from the building is made using violence and force. <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Loss or damage caused by storm, Flood or falling trees or branches while the Contents are in transit or in the open.</p> <p>Property removed for sale or exhibition or to a furniture depository</p> <p>Stealing of Money</p> <p>Any loss, damage or amount shown as not insured events 1 to 9 of Section - Contents</p> <p>Loss or damage caused after the Home is left Unoccupied for more than 30 consecutive days.</p> <p>Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>Any loss where the temporary removal period exceeds 21 days or has otherwise been notified to us in writing and agreed by us.</p> <p>The Standard Excess shown in the Schedule</p>



3 Home Liability to others

	Covered	Not Covered
1.	<p>Liability to the public as owner of the Premises.</p> <p>Any amounts which You, as owner of the Premises, become legally liable to pay as compensation for an accident occurring during the Period of Insurance which causes bodily injury to a person and/or accidental loss of or damage to third party property.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>The limits provided under this section are shown in Section 5 - Table of Benefits</p> <p>Liability arising directly or indirectly from occupation of the Premises.</p> <p>Liability for bodily injury to a member of Your Household or any other person permanently residing with You</p>
2.	<p>Liability to the public.</p> <p>Any amounts which You or a member of Your Household: As occupier of the Premises or any other building, caravan used as temporary Holiday accommodation</p> <p>As a private individual anywhere in the Republic of Ireland, Great Britain, Isle of Man, Channel Islands or Northern Ireland or elsewhere for 30 days.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Liability for bodily injury to a member of Your Household or any other person permanently residing with You</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • an agreement which imposes a liability which You or a member of Your Household would not otherwise have been under • ownership of any land or building, other than the home described in the Schedule • Your employment, business or profession • racing, hunting or playing polo • wilful or malicious acts • the transmission of Human Immune deficiency Virus (HIV) and/ or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused, the transmission of any communicable disease by You or a member of Your Household



	Covered	Not Covered
2.	(Liability to the public continued)	<p>(Liability to the public continued)</p> <ul style="list-style-type: none"> • any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act • watercraft (except toys and models), sailboards or hovercraft • firearms (except registered shotguns or airguns used for sporting activities) • Animals (except horses and pets which are normally domesticated in the Republic of Ireland) <p>The ownership, possession or use of a swimming pool, hot tub, spa, sauna, or Jacuzzi in or about the Buildings unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and when not in use, the swimming pool, hot tub, spa, sauna or Jacuzzi is protected or covered.</p> <p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> • dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations • Horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-Laws as made under the Control of Horses Act 1996 or amendments thereto





	Covered	Not Covered
2.	<i>(Liability to the public continued)</i>	<p><i>(Liability to the public continued)</i> Liability for:</p> <ul style="list-style-type: none"> Any kind of pollution and/or contamination other than: a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Property named in the Schedule reported to Us not later than 60 days from the end of the Period of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident





	Covered	Not Covered
3.	<p>Liability to domestic employees</p> <p>Any amounts which You or a member of Your Family become legally liable to pay as damages for bodily injury to Your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by You or by a member of Your Family in connection with Your Premises or any temporary residence within the Republic of Ireland. The most We will pay for any one claim or number of claims arising from one cause (inclusive of all costs agreed by us in writing) is shown in Section 5 - Table of Benefits.</p> <p>Where We agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the limits shown in Section 5 - Table of Benefits</p>	<p>Liability in connection with or arising from:</p> <ul style="list-style-type: none"> • Your involvement in farming • Indemnity to any member of Your Family or Your Household • Structural improvements or alterations to Your Home • Indemnity to independent consultants or their employees • Bodily injury to any person employed by You or a member of Your Family for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act • the use of horses outside the Home or Premises <p>We will not pay more than the amount shown in Section 5 - Table of Benefits for all claims arising from any one cause including of all costs and expenses agreed by us in writing.</p>
4.	<p>Tenant's liability</p> <p>Your legal liability as Tenant for loss or damage to the Buildings caused by an event in events 1 to 9 of Buildings</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits.</p>	<p>Any loss or damage or amount shown as not insured under events 1 to 9 of Section 1 – Buildings</p>



All Risks

The property belonging to or the legal responsibility of **You** or a member of **Your Household** and listed under any item number in this section is insured against accidental loss or damage anywhere in the **Geographical limits** and elsewhere for 60 days in any one **Period of Insurance** if the **Schedule** shows that **You** have selected this section.

THE COVER AVAILABLE IS BASED ON SUMS INSURED AS SHOWN IN THE **SCHEDULE**

	Covered	Not Covered
1.	<p>Unspecified Personal Possessions</p> <p>(This extension only applies if the Schedule shows that You have selected Unspecified Personal Possessions)</p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, and other personal possessions normally worn or carried on the person and equipment, binoculars, musical instruments, and other personal possessions normally worn or carried on the person and unspecified Clothing</p>	<p>Any article insurable under Sports Equipment or Pedal Cycles</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"> • photographic equipment, sports equipment or pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes • Individual charms unless soldered to the bracelet, Deeds, bonds, bills of exchange, securities, documents manuscripts, business, professional or trade goods or equipment • Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim. • Money of any kind, contact lenses and hearing aids, dentures, camping equipment or tools • Musical instruments • Mobile phone devices • Laptop / tablet computers • Personal Organisers and similar electronic equipment



	Covered	Not Covered
	<p><i>Unspecified Personal Possessions (continued)</i></p> <p>Special Automatic Cover:</p> <p>Provided cover is operative under—Contents the Policy automatically includes cover under this item for unspecified personal possessions up to €1,275. The most We will pay for any one article, set or collection under this automatic cover is €650.</p>	<ul style="list-style-type: none"> • Property as a result of stealing from an unattended road vehicle unless concealed and in a locked boot • For loss or damage to pedal cycles or sports equipment unless specifically insured and shown in the Schedule • Diving equipment lost under water <p>The Unspecified All Risks Excess shown in the Schedule applies to this cover.</p>





	Covered	Not Covered
2.	<p>Specified Items</p> <p>(This extension only applies if the Schedule shows that You have selected Specified Items)</p> <p>a) Sports Equipment</p> <p>(This extension only applies if the Schedule shows that You have selected Sports Equipment) The property belonging to or the legal responsibility of you or a member of Your Household and listed under any item in this section is insured against accidental loss or damage anywhere in the geographical limits and elsewhere for 60 days in any one period of insurance if the Schedule shows that you have selected this section</p> <p>b) Pedal Cycles</p> <p>This extension only applies if the Schedule shows that You have selected Pedal Cycles).</p> <p>The property belonging to or the legal responsibility of you or a member of Your Household and listed under any item in this section is insured against accidental loss or damage anywhere in the geographical limits and elsewhere for 60 days in any one period of insurance if the Schedule shows that you have selected this section.</p> <p>This applies to all items of this section.</p>	<p>The most We will pay is the Sum insured for the individual items specified on the Schedule.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Damage to guns by internal explosion. Sports equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"> Any sports equipment whilst in the course of play or use. <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, corrosion, the action of light, any process of cleaning, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>Lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time.</p> <p>Loss or damage while the pedal cycle is being used for racing, pace making or trials.</p> <p>Theft of a pedal cycle outside the home unless from a locked building or immobilised by a security device.</p> <p>The Pedal Cycle Excess shown on the Schedule applies to this cover.</p>





Settlement of Claims: All Risks

We will at **our** option repair or replace the article lost or damaged.

Where repair or replacement is possible but where **we** consider it appropriate to indemnify **you** by payment, the sum payable will reflect any discounts **we** may have received had **we** replaced the property and in respect of clothing or furs **we** will pay the resale market value less an amount for wear and tear.

Settlement of Claims: Sports Equipment

We will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing or at **our** option we will replace the article or arrange for its repair. If you do not replace the article which is lost or damaged beyond economical repair we will pay the resale market value only. Damage or loss to Sports Equipment is not covered when in use .

Settlement of Claims: Pedal Cycles

We will pay the full cost of repairs of the article damaged or at **our** option **we** will replace the article or arrange for its repair. If the article is lost or stolen we will deduct off any settlement an amount for wear, tear and depreciation. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.



5 Table of Benefits

Description	Standard	Optional	Sum Insured
Buildings			
Fire & Perils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer to Policy Schedule
Accidental Damage(<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contents			
Fire & Perils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refer to Policy Schedule
Accidental Damage(<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
“All Risks”	<input type="checkbox"/>	<input checked="" type="checkbox"/>	€1,275 unspecified “All Risks” incl. in standard cover (single article limit of €650)
Unspecified	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Specified (<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sports Equip (<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Pedal Cycles (<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contents—Single article limit €3000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Unless otherwise agreed
Alternative Accommodation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10% of Buildings Sum Insured
Legal Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€2.6 m (incl. costs)
Contents Temp Removed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10% of Contents Sum Insured
Contents (in open)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€500
Damage to Pipes/Cables	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€750
Trace & Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€750
Fire Brigade Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€2,000
Replacement Locks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€500
Title Deeds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€500
Accidental breakage of fixed glass & sanitary ware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€750
Money / Credit Cards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€500
Christmas / Wedding Gifts *	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€500
Freezer Contents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€500
Audio, TV & Video (excluding phones/tablets/gadgets)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€500
Loss of Oil / Water **	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€750
Geo-thermal System(<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Accidental Damage</i>
Solar Panels(<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Accidental Damage</i>
Wind Turbines(<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Accidental Damage</i>
Water Treatment(<i>Refer policy schedule</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Accidental Damage</i>
Unoccupancy Period ***			30 days



Excesses Applicable			
a)	Standard Excess		€250
b)	Subsidence		€2,500
c)	Snow Load		€500
d)	Escape of Oil / Water		€500
e)	Flood		€500
f)	Storm Damage on Non-Standard Roof Portion		€500 €350/€500
g)	Optional Voluntary Excesses		€100
h)	Unspecified All Risks		N/A
i)	Specified All Risks		N/A
j)	Sports Equipment		N/A
k)	Pedal Cycles		N/A
l)	Caravans on Tow		€1,000

Notes:

The amounts above represent the maximum amount payable

*Month of December and 28 days pre/post the wedding

**Refers to loss of metered water only

***Refers to consecutive days





SECTION 2 FARM PROPERTY

INSURING CLAUSE

This Section shall cover, in accordance with the Indemnity Agreement, Damage to any of the Property Insured for which a Limit of Indemnity or Extension Limit of Indemnity is stated in the Schedule. The Company will pay to the Insured the values of such property at the time of the Damage or the amount of the Damage or at the Company's option reinstate or replace such Property Insured or any part thereof.

Provided that the liability of the Company during any Period of Insurance shall in no case exceed, in respect of each Item or Extension, the relevant Limit of Indemnity in the Schedule or in the aggregate any aggregate Limit of Indemnity in the Schedule.

COVER

We will pay for loss or damage arising from an insured peril listed below during the period of insurance to property shown on your policy schedule, provided that the loss or damage occurs at the location shown on your policy schedule for such property.

PERILS

A - Fire

Fire not occasioned or occurring through its undergoing any heating process or any process involving the application of heat.

B - Lightning

The occurrence of a natural electrical discharge of very short duration and high voltage between a cloud and the ground or within a cloud accompanied by a bright flash and typically also thunder.

C - Aircraft

Aircraft or other aerial devices or articles dropped from them.

D - Riot Civil Commotion, Malicious Damage

Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons, excluding damage arising from:

- (i) cessation of work.
- (ai) theft or attempted theft.

E - Impact

Impact by any vehicle or animal with the property insured under the policy schedule but excluding any damage or loss to property in transit

- (i) not owned by you or under the control of you or your employees

F - Earthquake

Earthquake





G - Subterranean Fire

Subterranean fire

H – Storm

Cover in respect of this peril is only operative if noted on Policy Schedule

Cover in respect of this peril excludes damage:

1. arising from frost, subsidence, ground heave, landslip or escape of water from any apparatus, tank or pipe, whether resulting from storm or otherwise.
2. arising from:
 - (i) escape of water from any natural or artificial water course, reservoir, lake, canal or dam and inundation from the sea, whether resulting from storm or otherwise.
3. arising from a change in the water table level.
4. to fences, gates, hedges or moveable property which is located in the open.

I – Theft

Cover in respect of this peril is only operative if noted on Policy Schedule in respect of tools or specified machinery (non-mechanically propelled machinery). Where cover is operative in the schedule it is in respect of Theft following forcible and violent entry.

The Farm Property Section (Buildings & Contents) consists of the following Specifications:

Item 1 Roots and Potatoes in the open

Item 2 Silage in the open or in detached buildings or in towers of incombustible construction and used for no other purpose.

Item 3 Agricultural Produce and farming stock, including hay and straw but excluding livestock and the aforementioned

Item 4 Poultry rearing houses and poultry

Item 5 Farm implements and machinery on your property or for which you are responsible excluding, power Driven vehicles, implements and accessories if and so far they are otherwise insured.

Item 6 Theft of Tools

Item 7 Computerised Electronic Milking Equipment

Item 8 Farm Outbuildings

Buildings of all farm buildings (except as specifically mentioned on schedule) are constructed of brick, stone, concrete, slate, tiles, metal or slabs composed entirely of incombustible mineral ingredients.



EXTENSIONS

FIRE BRIGADE CHARGES

The Company extends to cover Fire Brigade Charges under Section 1, 2 & 7 of the policy schedule, levied by a fire Authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured by this Section in circumstances which have given rise to a valid claim under the Policy Schedule to the Property Insured by any cause not herein excluded provided that the Insurer shall not be liable for any charges in excess of what is stated in the policy schedule. Limit €10,000 .

TEMPORARY REMOVAL – AGRICULTURAL PRODUCE POULTRY MACHINERY AND EQUIPMENT

The Property Insured under this Section is covered whilst temporarily at any other situation within the Geographical Limits of Republic of Ireland & Northern Ireland including whilst in Transit.

EXCEPTIONS TO SECTION 2 FARM PROPERTY (BUILDINGS & CONTENTS)

1. The Company shall not indemnify the Insured against any loss in respect of any property more specifically insured under any other policy, by or on behalf of the Insured.
2. In respect of Agricultural produce within 20 metres of a chimney in use - unless in buildings which are completely enclosed is not covered under this section of the policy.
3. The Company will not indemnify the insured in respect of any loss or damage to any electrical appliances or installations which are caused by self-ignition.
4. The Company will not indemnify the insured in respect of loss or damage by spontaneous fermentation if there is no actual ignition.
5. The Company will not indemnify the insured in respect of loss or damage by explosion except as stated therein.
6. The Company will not indemnify the insured in respect of the peril theft unless the tools or specified machinery are kept in locked shed secured by steel door and visible from the Farm House.

SECTION 3 LIVESTOCK

COVER

The Company will pay the amount shown on your policy schedule for livestock insured or the market value of such livestock at the time of the loss, whichever is the less, for loss arising from the perils shown on the policy schedule.

Fatal Injury is defined under this section of the policy as a violent, accidental and visible act which occurs at an identifiable time and place during the Period of Insurance which causes death to Livestock.

PERILS

COVER A

1 - Fire

Fire not occasioned or occurring through its undergoing any heating process or any process involving the application of heat

2 - Lightning

The occurrence of a natural electrical discharge of very short duration and high voltage between a cloud and the ground or within a cloud accompanied by a bright flash and typically also thunder.

3 - Explosion

excluding damage

- (i) arising from or consisting of the bursting by steam pressure of any boiler (other than a boiler used for domestic purposes), economiser or other vessel, machine or apparatus belonging to you or under your control in which internal pressure is due to steam only;
- (ai) to any vessel, machinery or apparatus, or its contents, belonging to you or under your control, which requires to be inspected to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing all inspection required by law. This exclusion will not apply to any subsequent damage which arises from a cause which is not otherwise excluded.

4 - Aircraft

Aircraft or other aerial devices or articles dropped from them.

5 – Earthquake

EXTENSION

TEMPORARY REMOVAL – LIVESTOCK

The Property Insured under this Section is covered whilst temporarily at any other situation within the Geographical Limits of Republic of Ireland & Northern Ireland including whilst in Transit.

Additional Cover Options under Livestock Section - Fatal Injury to livestock - only operative if noted in policy schedule

COVER B

Caused by Electrocution and Flood.

COVER C

As a result of accidental violent and visible means whilst the animals are Straying from your farm premises or being driven or lead on foot on any public thoroughfare. Also accidental injury or death to livestock as a result of collapse of Slats .

COVER 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.

COVER E

Resulting directly from Dog Attack or Worriying by Dogs (Sheep only) at least 5 miles from the nearest town or village and no prior incident.

Limits of Liability

The Limits of Liability under Section 3 of the policy are as follows:

Any one animal shall not exceed the market value of that animal at the time of the Fatal Injury and in any event not exceed €6,500 to any one animal. Our overall liability shall not exceed the total sum insured specified in the Policy Schedule.

We will also include cover in respect of the following:

- i. Veterinary surgeons fees necessarily incurred in the event of an occurrence which in the absence of such treatment would give rise to a claim under this section of the policy - Limit €150 per animal.
- ii. Removal of debris –€150 per animal and €1,000 in any one period of insurance.

EXCEPTIONS

The Company will not indemnify the Insured in respect of:

- i. Death or slaughter on humane grounds which occurs more than 28 days from the date of occurrence of the insured peril.
- ii. Losses outside geographical limits specified in the policy.
- iii. Horse Jumping.
- iv. Loss by disease and illness except where this is a direct result of an event which would give rise to a valid claim under this section of the policy.
- v. Fatal Injury caused by dog(s) owned by you or owned by any member of your family residing in your household or employees in your care, custody and control.
- vi. Slaughter of animals as a consequence of any Statute or any Order of a Minister of Government, a Government Department or Local Authority.



Warranties

1. It is warranted that the Insured notify The Garda Siochana immediately in respect of any dog attack or sheep worrying.
2. It is warranted that all fences and walls where livestock are enclosed are maintained in good condition.



SECTION 4 EMPLOYERS LIABILITY

Meaning of Words

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

Bodily Injury

Bodily Injury shall mean:

Death, bodily injury, nervous shock, illness or disease

Territorial Limits

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

Cover

What is Insured

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

WE will pay, subject to the Limit of Liability:

1. all sums **YOU** become legally liable to pay for any claim for damages settled or defended with **OUR** consent and claimant's costs and expenses
2. all costs and expenses **YOU** incur with **OUR** consent defending any claim for damages
3. solicitor's fees **YOU** incur with **OUR** consent for:
 - a) representation at any Coroner's Inquest or Fatal Accident Enquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event

Provided that the **BODILY INJURY** is caused

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

What is not Insured

Any Liability:

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

Limit of Liability

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

The amount shall be inclusive of:

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

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

Discharge of Liability

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

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

Extensions to Section 4 Employers Liability

Indemnity to Other People

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

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

Provided that:

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

Private Work

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

All the extensions to section 4 Employers Liability cover are subject to the following:

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

Special Condition applicable to Section 4 Employer's Liability Cover

Premium Adjustment

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

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

YOUR attention is drawn to the Extensions and Exclusions and Conditions applicable to Section 4. Employers Liability, Section 5. Public Liability and Section 6. Products Liability and to the General/Claims Conditions and General Exclusions at the start of this Policy Document

SECTION 5 PUBLIC LIABILITY

Meaning of Words

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

Bodily Injury

BODILY INJURY shall mean:

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

Products

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

Territorial Limits

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

Pollution or Contamination

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

Cover

What is Insured

YOUR legal liability for:

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

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

What is not Insured

WE will not cover any liability:

1. arising in connection with the ownership possession or use of dangerous dogs



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

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

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

3. for **DAMAGE** to that part of any property upon which **YOU** or **YOUR** servant or agent has been working, where the **DAMAGE** is a direct result of such work being defective
4. for **DAMAGE** to property or land or **BUILDING** or loss caused directly or indirectly by subsidence or collapse or removal or weakening of support
5. arising from the ownership, possession or use by **YOU** or on **YOUR** behalf of any mechanically propelled vehicle or mobile plant or trailer whether attached or not attached to a vehicle:
 - (i) which is licensed for road use or
 - (ii) for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act or
 - (iii) which is more specifically insured provided that this shall not apply to
 - (a) the loading and unloading or the bringing to or the taking away of a load from a mechanically propelled vehicles or mobile plant unless more specifically insured
 - (b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required
 - (c) unauthorised movement on **YOUR PREMISES** or contact site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance is required
6. arising from the ownership, possession or use by **YOU** or on **YOUR** behalf of:
 - (i) craft designed to travel through air or space
 - (ii) hovercraft or watercraft other than non mechanically powered craft used on



inland waterways

7. arising from the use of power driven saws other than portable saws designed to work by hand
8. arising from the use of hedge cutters (other than bar type hedge cutters) and saw attachments to tractors for hedge cutting. This exception shall not apply to liability arising from the use of any such equipment which belongs to and is used by agricultural contractors engaged by **YOU**
9. in respect of claims arising in connection with any work of **BUILDING** construction, reconstruction, structural alteration or demolition
10. arising from **PRODUCTS** after they have ceased to be in **YOUR** custody or control other than food or beverages supplied by **YOU** in connection with the **BUSINESS** for consumption at any **PREMISES** where **YOU** are carrying on a **BUSINESS** within the **TERRITORIAL LIMITS**
11. arising from tree felling other than the felling of trees for **YOUR** own use
12. liability in respect of injury or disease loss or **DAMAGE** caused by any sub-contractor to the Insured or by such sub-contractor's **EMPLOYEES**.

Limit of Liability

The most **WE** will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event shall not exceed the limit stated in the schedule. **WE** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **OUR** consent.

Discharge of Liability

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

Stubble Burning Warranty




It is warranted that prior to the commencement of stubble burning operations carried out by **YOU** or on **YOUR** behalf, or under **YOUR** instruction, a fire break not less than 3 metres in width shall be created enclosing the area or operations and separating it from surrounding walls, gates, fences or other boundaries. It is further warranted that **YOU** shall not commence such operations when wind conditions are such as to cause accelerated fires spread or excessive smoke drift

Extensions to Section 5 Public Liability

Indemnity to Other People

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

1. any Director or **EMPLOYEE**

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

Provided that:

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

Personal Liability during visits abroad

WE will also cover the personal legal liability of:

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

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

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

Additional Benefit

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

Private Work

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

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

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

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

Special Condition applicable to Section 4 Public Liability

Premium Adjustment

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



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

YOUR attention is drawn to the Extensions and Exclusions and Conditions applicable to Section 4. Employers Liability, Section 5. Public Liability and Section 6. Products Liability and to the General/Claims Conditions and General Exclusions at the start of this Policy Document.





PRODUCTS LIABILITY

Meaning of Words

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

Bodily Injury

BODILY INJURY shall mean:

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

Products

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

Territorial Limits

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

Pollution or Contamination

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

Cover

What is Insured

YOUR legal liability for:

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

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

What is not Insured

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

- repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **PRODUCTS**



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

Limit of Liability

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

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

YOUR attention is drawn to the Extensions and Exclusions and Conditions applicable to Section 4. Employers Liability, Section 5. Public Liability and Section 6. Products Liability and to the General/Claims Conditions and General Exclusions at the start of this Policy Document.

Applicable to Section 5 Public Liability and Section 6 Products Liability

What is not Insured

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

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

- any **EXCESS** specified in the schedule.

Clauses

Discharge of Liability

WE may discharge **OUR** liability to **YOU** in respect of any claim by paying to **YOU** or on **YOUR** behalf the maximum amount payable in respect of any one accident or series of accidents occurring

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

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

Extensions

Cross Liabilities

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

Applicable to Section 4 Employers Liability, Section 5 Public Liability and Section 6 Products Liability

What is not Insured

Asbestos

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

Extensions

Safety, Health and Welfare at Work Legislation

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

- this extension shall apply only to proceedings brought in a Court of Law in Republic of Ireland
- WE** will be under no liability:



- (a) where **YOU** or any Director or **EMPLOYEE** is insured by any other policy
- (b) where the criminal charge is in respect of any deliberate or intentional criminal act by **YOU** or any Director or **EMPLOYEE**
- (c) in respect of legal fees and expenses which **YOU** or any Director or **EMPLOYEE** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Director or **EMPLOYEE**
- (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
- (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined

YOU or any Director or **EMPLOYEE** shall give to **US** immediate notice of any summons or other process served upon **YOU** or any Director or **EMPLOYEE** and of any event that may give rise to proceedings against **YOU** or any Director or **EMPLOYEE**

EXTENSIONS TO SECTIONS 4, 5 and 6

1. Consumer Protection Act 2007

The Company hereby agrees to indemnify the Insured under Sections 4, 5 and 6 of this Policy against:

- (a) costs and expenses incurred with the written consent of the Company;
- (b) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Consumer Protection Act 2007, where the alleged offence occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under either of Sections 4, 5 and 6.

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed on the Insured;
- ii. for the Self-Insured Retention;
- iii. where the prosecution results from a deliberate management decision, act, or omission.

2. Court Attendance

The Company hereby agrees that, in the event of any of the undermentioned persons attending Court as a witness at the request of the Company, in connection with a claim in respect of which the Insured is entitled to indemnity under Sections 4, 5 and 6, the Company will provide compensation to the Insured at the following rates for each day on which attendance is required:

- A. any director or partner of the Insured €250.00 per day





B. any Employee

€100.00 per day

3. Data Protection Act 1988 and 2003

Within the relevant Limit of Indemnity the Company will indemnify the Insured under Sections 4, 5 and 6 in respect of liability for claims arising under the Data Protection Act 1988 and 2003, or any subsequent legislation amending, revising, or replacing such act, in respect of:

- (a) compensation payable for damage or distress under the Act including claimant's costs and expenses:
- (b) defence costs in relation to any prosecution or investigation brought under the Act in relation to a claim made by an Employee.

Provided that:

- i. the Insured has registered under the Act or commenced the process of registration and the Insured's application has not been refused or withdrawn.
- ii. the Company shall not be liable in respect of:
 - 1) the payment of fines or penalties;
 - 2) the Self-Insured Retention
 - 3) the cost of replacing, reinstating, rectifying, or erasing, any data;
 - 4) liability arising as a result of the provision by the Insured of the services of a computer bureau;
 - 5) liability arising from the recording or provision of data for reward or for determining the financial status of any person;
 - 6) liability that arises as a result of a deliberate act or omission of the Insured, or persons acting on behalf of the Insured, and which will knowingly, or could reasonably have been expected by the Insured, or those acting on the Insured's behalf to, result in a liability or the committing of an offence under the Act;
 - 7) liability for which the Insured is entitled to an indemnity under any other insurance.

4. Food Safety Act 1998

The Company hereby agrees to indemnify the Insured under Sections 4, 5 and 6 of this Policy against:

- (a) costs and expenses incurred with the written consent of the Company;
- (b) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Food Safety



Act 1998, where the alleged offence occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under either of Sections 4, 5 and 6.

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed on the Insured;
- ii. for the Self-Insured Retention;
- iii. where the prosecution results from a deliberate management decision, act, or omission.

5. Safety, Health and Welfare at Work Act 2005 and 2010

The Company hereby agrees to indemnify the Insured under any one of Sections 4 and 5 that is operative against:

- (a) costs and expenses incurred with the written consent of the Company;
- (b) costs and expenses awarded against the Insured, or a director of the Insured or an Employee;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under section 8 of the Health and Safety at Work Act 2005 and 2010, or the Construction Contracts Act 2013, or equivalent safety legislation of the Republic of Ireland, where the alleged offence occurs during the Period of Insurance and where the circumstances of the alleged offence may be the subject of indemnity under any of Sections 4 and 5.

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed upon the Insured;
- ii. for the Self-Insured Retention;
- iii. where the prosecution results from a deliberate management decision, act, or omission.

6. Construction Contracts Act 2013




The Company shall not indemnify the Insured against:

- (a) liability that is determined and/or payment that is ordered by an adjudicator, consequent upon any adjudication as provided for by the Construction Contracts Act 2013
- (b) liability for claimant's or defence costs and expenses incurred in connection with any such adjudication;

unless such liability is one to which the Insured would otherwise be entitled to an indemnity under Sections 4, 5 and 6, and which is or becomes subject to a Dispute.

In such circumstances the following additional Conditions shall be applicable:

- i. The Insured shall immediately give written notice to the Company:

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- 1) as soon as the Insured is aware of any Dispute which may give rise to a claim under Sections 5 and 6.
 - 2) on receipt of any notice of an intention to refer a Dispute for adjudication.

Notification to the Company shall be accompanied by full documentary particulars of the subject matter of the Dispute and, if applicable, the referral for adjudication.

- ii.* The Company shall be entitled, at its discretion, to take over and conduct, in the name of the Insured, the proposed adjudication and all matters relating thereto. The Insured shall immediately give to the Company all information, documentation, and assistance, in relation to the Dispute and proposed adjudication that the Company or its representatives may require.
- iii.* The Insured shall not, without the prior written consent of the Company, suggest, propose, or refer, for adjudication any Dispute that may give rise to a claim for indemnity under Sections 4, 5 and 6.
- iv.* If the parties to a Dispute have agreed to accept the decision of the adjudicator as being finally determinative of the Dispute, any indemnity to the Insured under Sections 4, 5 and 6 shall be limited to the liability that would have attached to the Insured in the absence of such agreement.

Conditions (i), (ii), and (iii) are conditions precedent to the Company's liability to indemnify the Insured under this Extension.



7. Indemnity to Principal



The Company hereby agrees to indemnify the Insured, to the extent that any contract or agreement entered into by the Insured with any principal so requires, where liability arises out of the performance or non-performance by the Insured of such contract or agreement.

Provided that:

- (a) the conduct and control of claims is vested in the Company;
- (b) the principal shall be subject to, and comply with, the terms, Conditions, Exceptions, and Endorsements, of Sections 4, 5 and 6 so far as they can apply, as though they were the Insured;
- (c) the indemnity provided by Section 4 of this Policy shall only apply in respect of liability to any person who is an Employee, and not to that of any principal

The indemnity provided to any principal under this Extension shall not increase the liability of the Company to pay any amount in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, beyond the amount stated as the Limit of Indemnity.

8. Overseas Personal Liability

The Company hereby agrees to indemnify under Section 5 and 6, the Insured, or any director or Employee or any spouse accompanying a director or Employee, against liability incurred in a personal capacity for Bodily Injury or damage to property when travelling outside the Geographical limits in connection with the Business.



9. Property Owner's Liability Restriction

The company agrees to indemnify the Insured against all sums which the insured shall be legally liable to pay as damages in respect of Bodily injury, disease or Damage to material property happening during the Period of Insurance and caused by any defect in the Premises or arising from the maintenance, repair or decoration of the premises

Provided that:

- (a) The insured shall at all times ensure that all Premises to which this insurance applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise the insured shall forthwith cause such defect to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require
- (b) So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the Premises after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting such Premises after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting such Premises.

10. Unsatisfied Court Judgments

If Section 7 is operative, and subject to the Section 5 and 6 Limit of Indemnity, then in the event that a judgement for damages against a third party is, in the first instance, obtained:

- (a) from, or under the jurisdiction of, a court in Republic of Ireland; and
- (b) by an Employee, or the personal representative(s) of an Employee; and
- (c) which is in respect of Bodily Injury, caused during the Period of Insurance and in the course of the Employee's employment or engagement by the Insured; and
- (d) which remains unsatisfied in whole or in part six months after the date of such judgement;

then, at the request of the Insured, the Company will pay to the Employee, or the personal representative(s) of the Employee, the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding;
- (b) the Company shall be entitled to take over, and prosecute for its own benefit, any claim against any other person, and the Insured, the Employee, or the personal representative(s) of the Employee, shall give all information and assistance required by the Company.

SECTION 6 BULK MILK STORAGE

COVER

The Company will indemnify you under this section of the policy in respect of:

1. Sudden and unforeseen damage from any cause not hereinafter excepted.
2. Deterioration of Milk in Refrigerated Storage Installations for loss deterioration or putrefaction of the milk as a result of a change in temperature of a refrigerated milk storage installation or tank in which it is being stored as a direct result of:
 - i. loss of or damage to the refrigerated milk storage installation or tank
 - ii. failure (from any inherent cause) of any thermostatic or automatic controlling devices forming part of the refrigerating plant
 - iii. failure of the public electricity supply which is not caused by
 - a. a deliberate act of any electricity supply company unless such deliberate act is performed for the sole purpose of safeguarding life or protecting a part of the public electricity supply company's system
 - b. a scheme of rationing unless necessitated solely by physical damage to a part of the public electricity supply company's system
3. Contamination of milk caused by the accidental escape of refrigerant gas or liquid into the refrigerated milk storage tanks.

EXTENSIONS

Urgent Repairs

In respect of urgent repairs The Company will pay any reasonable expenses incurred following insured damage in making temporary repairs to the refrigerated milk storage installation or tank or in expediting permanent repairs provided that our written approval has been obtained first.

Limits of Liability

Our Liability under this Extension is as follows:

1. Additional expenses and expediting expenses under this extension of the policy is limited to €1,500
2. In respect of any loss or damage and liability under this section of the policy our limit shall not exceed the total sum insured stated under the policy schedule.

EXCEPTIONS

The Company shall not be liable under this section of the policy in respect of the following:

1. loss of or damage to electricity bulbs, electric heating elements, photo electric cells, belts, trailing cables, flexible hoses or pipes.
2. loss or damage arising from wear tear erosion corrosion or other deterioration

so far as it relates to that part of the property affected but damage to the property (and loss of milk) resulting therefrom are not excluded.

3. loss of or damage caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, theft or attempted theft, storm, flood, snow or freezing.
4. chipping of surfaces, scratching, bruising or denting of any surface.
5. the dumping or disposal of any excess milk
6. the cost of maintenance nor the cost of making good joint or any seams.
7. any loss arising from improper storage or stowage of the product.

BASIS OF SETTLEMENT

In respect of Property that is less than 2 years old:

In the event of loss or damage to the refrigerated milk storage installations or tanks that are permanently installed at your premises occurring within 2 years of the date on which the manufacture of the damaged item was completed.

We will reinstate the milk storage or installation or tank.

Provided always that:

- i. the reinstatement work must be completed within 12 months of the loss or damage occurring unless otherwise agreed by in writing by the Company and subject to our liability not being thereby increased
- ii. the additional cost of reinstatement will not be payable until this has been incurred

In all other instances The Company will pay the value of the refrigerated milk storage installation or tank at the time the loss or damage occurs or at our option to repair, to reinstate or to replace the property or any part of it.

WARRANTY

It is warranted that the insured maintain in force a contract for qualified engineers to service and maintain in good condition the plant utilised in association with the property covered under this section by means of inspection at intervals not exceeding 6 months and that the plant is less than 10 years old.

SECTION 7 BUSINESS INTERRUPTION

INSURING CLAUSE

In the event that the Business at the premises suffers Damage that we are liable for and as a result the Business carried on by the Insured is interrupted or interfered with, the Company will pay to the Insured in respect of each Item as stated in the Schedule the amount of loss resulting from such interruption or interference as calculated in accordance with the Basis of Cover Applicable to Section 7.

Provided that:

1. at the time of the Damage, there shall be in force an insurance covering the Premises against such Damage, and liability shall have been admitted, including any amount below the excess;
 2. the liability of the Company under this Section shall not exceed:
 - a) the aggregate Limit of Indemnity as stated in the Schedule;
 - b) the relevant Limit of Indemnity remaining after deduction for any other interruption or interference occurring during the Period of Insurance, unless the Company shall have agreed to reinstate the Limit of Indemnity.
1. **Loss of Gross Revenue and Increase in Cost of Working (Dairy Farming)**

The insurance in respect of this Item is limited to

- i. Loss of Gross Revenue and
- ii. Increase in Cost of Working and the amount payable as indemnity thereunder shall be:
 - a) for Loss of Gross Income the amount by which Gross Income during the indemnity period shall in consequence of the damage fall short of the standard gross revenue .
 - b) for increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the decrease in gross income which, but for that expenditure, would have taken place during the stated indemnity period in consequence of the damage, but not exceeding the amount of loss of gross income thereby avoided.

Less any sum saved during the indemnity period in respect of such of the expenses and charges of the dairy farming that may be payable out of gross income as may stop or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross income is less than the annual gross income where the maximum indemnity period on the policy schedule is stated as 12 months or less, or the appropriate multiple of the annual gross income where the maximum indemnity period exceeds 12 months.

2. **Farming Additional Expenditure (Arable and Stock Farming)**

The insurance under this Item is limited to additional expenditure and the amount payable necessarily and reasonably incurred by you during the indemnity period to maintain your business activities in respect of Arable & Stock Farming (other than dairy farming) at the risk address noted in the policy schedule following interruption or interference caused by the damage on the same basis as those in the 12 months

immediately preceding the damage.

Notes

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

BASIS OF COVER

1. Gross Profit including Increase in Cost of Working – Declaration Linked Basis

Cover under this Item is limited to loss of Gross Profit due to reduction in Turnover and increase in cost of working and the amount payable shall be calculated as follows:

- (a) in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, as a result of the Incident, fall short of the Standard Turnover;

Rate of Gross Profit and Standard Turnover shall be adjusted as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the Incident, which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident;

- (b) in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover that, but for that expenditure, would have taken place during the Indemnity Period as a result of the Incident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided, subject to the Uninsured Standing Charges Condition;

less any sums saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Profit that are not incurred or are reduced as a result of the Incident.

The liability of the Company shall not exceed in respect of Gross Profit 133.33% of the Declared Value stated in the Schedule nor in the whole the sum of 133.33% of the Declared Value for Gross Profit and 100% of the Limit of Indemnity by other Items.

2. Gross Revenue including Increase in Cost of Working – Declaration Linked Basis

Cover under this Item is limited to loss of Revenue due to reduction in Revenue and increase in cost of working and the amount payable shall be calculated as follows:

- (c) in respect of reduction in Revenue, the amount by which the actual Revenue during the Indemnity Period shall, as a result of the Incident, fall short of the Standard Revenue;



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

- (d) in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue that, but for that expenditure, would have taken place during the Indemnity Period as a result of the Incident, but not exceeding the amount of reduction in Revenue thereby avoided;

less any sums saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Revenue that are not incurred or are reduced as a result of the Incident.

The liability of the Company shall not exceed in respect of Gross Revenue 133.33% of the Declared Value stated in the Schedule nor in the whole the sum of 133.33% of the Declared Value for Gross Revenue and 100% of the Limit of Indemnity by other Items.

3. Additional Increase in Cost of Working

Cover under this Item on is limited to such further additional expenditure beyond that recoverable under clause (b) of Item No 1 on Gross Profit or Gross Revenue as the Insured shall necessarily and reasonably incur during the Indemnity Period as a result of the Incident for the purpose of avoiding or diminishing the reduction in Turnover/Revenue.

4. Increased Cost of Working Only

Cover under this Item is limited to increase in cost of working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption or interference with the Business at the Premises as a result of an Incident, less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced in consequence of the Incident.

Provided that for the purpose of this Item any adjustment implemented in current costs accounting shall be disregarded.





EXTENSIONS

Professional Fees

The Company will pay Professional Accountants' Charges that are reasonable to obtain or produce any particulars, proofs, information or evidence which is required for any loss under this section of the policy. We will not pay for the costs of presenting or preparing a claim.

Proviso

Material Damage Warranty

The Insurance under this section of the policy is subject to the proviso that The Company will not pay unless at the time of damage there is insurance in force covering the Insureds interest in the property used for Insureds business at the premises against that damage and payment has been made or liability admitted under that insurance, or payment would have been made but for the operation of any excess or deductible under the policy. For farming and growing activities only this will not apply to produce and livestock intended for sale. We will also pay for loss of income for which Insured would have been insured under this section where Insured do not own or are not responsible for the Buildings and they are not insured.

The most the Company will pay is the sum insured for loss of income shown on policy schedule.



EXCEPTIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

1. Radiation

The Company shall not indemnify the Insured under any Section of this Policy against any loss or liability directly or indirectly caused by, or contributed to, by, or arising from:

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

but as far as concerns Bodily Injury to any Employee, which arises out of and in the course of his employment or engagement by the Insured, this exception shall apply only in respect of:

- i. liability of any principal;
- ii. liability assumed by the Insured by agreement, which would not have attached in the absence of such agreement.

2. Riot

The Company shall not indemnify the Insured:

- (a) under Sections 1 to 8 against any loss arising directly or indirectly in consequence of riot, civil commotion and (except in respect of any loss by fire or explosion) strikers, locked out workers, persons engaged in labour disturbances or malicious persons in Northern Ireland;
- (b) under Section 4 in respect of any loss directly or indirectly caused by or contributed to by, or arising from, or occasioned by or resulting from riot or civil commotion.

3. Terrorism

The Company shall not indemnify the Insured under Sections 1, to 8 against

- i. any loss occasioned by or happening through or in consequence directly or indirectly of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- ii. any loss 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 related to Terrorism.

4. War

The Company shall not indemnify the Insured under Sections 1 to 8 against any loss or liability arising directly or indirectly in consequence of

- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, sabotage, mutiny, martial law, military or usurped power



- (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

5. Sonic Bangs

Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

EXCEPTIONS APPLICABLE TO PROPERTY SECTIONS (1, 2, 3, 7 & 8)

6. Building Collapse

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused by, or consisting of:

- (a) Damage to a Building or a structure caused by its own collapse or cracking; or
- (b) Business Interruption resulting from Damage to Buildings or a structure caused by its own collapse or cracking;

unless resulting from a Defined Peril insofar as it is not otherwise excluded.

7. Cessation of Work

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused directly by or consisting of or resulting from cessation of work.

8. Chemical, Biological or Nuclear Risks General Exclusion

The Company shall not indemnify the Insured against any loss arising directly or indirectly caused by, or contributed to, by, or arising from:

- (a)
 - i. the radioactive, toxic, explosive, or other hazardous, properties of any explosive nuclear assembly or nuclear component thereof;
 - ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - iii. chemical, biological, or radiological irritants, contaminants, or pollutants;

in respect only of residential property, houses and blocks of flats, and other dwellings, insured in the name of a private individual;

- (b) loss of any property at or Damage to any Nuclear Installation or Nuclear Reactor.

9. Consequential Loss

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against consequential loss or damage of any kind or description other than





- (a) Rent Payable when such loss is expressly covered under Section 1;
- (b) that provided for specifically under policy and such cover provided under Section 5 shall not include any consequential loss which is also insured under Section 7 - Business Interruption.

10. Corrosion

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused directly by or consisting of:

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, or insects;
- (b) change in temperature, colour, flavour, texture, or finish

but this shall not exclude

- i. loss which results from a Defined Peril or from any other accidental damage not being an Excepted Cause, or
- ii. subsequent loss resulting from a cause not otherwise excluded.

11. Data

The Company shall not indemnify the Insured

- (a) under Sections 1, 2, 3, 7 & 8 against any loss directly or indirectly caused by or consisting of unexplained disappearance of information, unexplained or inventory shortage, misfiling or misplacing of information;
- (b) additionally under Section 8 – Business Interruption against any loss directly or indirectly caused by or consisting of:
 - i. erasure, loss, distortion, or corruption, of information on computer systems or other records, programs, or software, caused deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances, or civil commotions, or malicious persons;
 - ii. other erasure, loss, distortion, or corruption, of information on computer systems or other records, programs, or software, unless resulting from a Defined Peril in so far as it not otherwise excluded.

12. Date Recognition

The Company shall not indemnify the Insured under the policy against Damage to Computer Equipment and/or accidental loss distortion corruption or erasure of Programs and/or Data and/or any interruption to or interference with the Business as insured under Increase In Cost of Working

- (i) caused directly or indirectly by or consisting of
- (ii) or other additional expenditure arising directly or indirectly from

the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the year 2000





- (a) correctly to recognise any date as its true calendar date
- (b) to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- (c) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or inability to capture save retain or correctly to process such data on or after any date but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of willful misconduct by the Insured and that the Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure.

13. Excepted Property

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss in respect of:

- (a) glass (other than fixed glass), china, earthenware, marble, or other fragile or brittle objects;
- (b) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, or rare books in excess of the limit on Valuables under All Other Contents;
- (c) Money;

other than loss caused by a Defined Peril and not otherwise excluded.

14. Fraud

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused directly by or consisting of acts of fraud or dishonesty on the part of the Insured or any partner, director or Employee of the Insured, members of their families or any other person to whom Property Insured has been entrusted but this shall not exclude such loss not otherwise excluded which itself results from a Defined Peril.

15. Heat

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused by fire resulting from the Property Insured undergoing any heating process involving the application of heat, other than by fire or explosion, resulting from the Property Insured undergoing any process of production, packing, treatment, testing, commissioning, servicing, or repair as set out in business description and agreed by the company.

16. Leaks, Breakdown and Utilities

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused directly by or consisting of:

- (a) joint leakage, failure of welds, cracking, fracturing, collapse, or overheating of boilers, economisers, superheated pressure vessels, or any range of steam and feed piping in connection therewith;





- (b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such breakdown or derangement originates;
- (c) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel, or telecommunications services;

but this shall not exclude:

- i. loss which results from a Defined Peril, or from any other accidental damage not being an Excepted Cause; or
- ii. subsequent loss resulting from a cause not otherwise excluded; or
- iii. in respect of the Deterioration of Stock Extension under the policy, the exercising by a public electricity supply authority to withhold or restrict supply where this is done to safeguard the distribution system.

17. Maintenance Agreement

The Company shall not indemnify the Insured under the policy against Damage recoverable under any guarantee or maintenance rental hire or lease agreement.

18. Marine

The Company shall not indemnify the Insured

- (a) under Sections 1, 2, 3, 7 & 8 against any loss in respect of Property Insured that is insured by, or would, but for the existence of this Policy, be insured by any marine policies, except in respect of any excess beyond the amount which would have been payable under the marine policies had this insurance not been effected;

19. Molten Materials

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused by or consisting of the solidification of the contents of molten material holding units, molten material, transmission lines and/or appurtenances, unless it results from a Defined Peril and is not otherwise excluded.

20. Money

The Company shall not indemnify the Insured under the policy against

- (a) loss, destruction, or damage:
 - i. arising from dishonesty on the part of any director, partner, or Employee of the Insured not discovered within fourteen days of the occurrence;
 - ii. occasioned by errors or omissions;
 - iii. recoverable from a specialist security carrier;
 - iv. from an unattended vehicle operated or under the control of the Insured or their Employees;
 - v. covered by a policy of fidelity guarantee insurance;





- (b) loss or shortages due to depreciation or currency fluctuation.

21. Mould

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused directly by or consisting of or resulting from mould, mildew, fungus or spores but this shall not exclude such loss not otherwise excluded which itself results from a Defined Peril, in which case the Insured must report to the Company the existence and cost of the loss as soon as practicable, but no later than six months after the Defined Peril first caused any loss to the Insured during the Period of Insurance; the Company shall not indemnify the Insured for loss reported after that six month period.

22. Movable property

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss in respect of movable property in the open, fences and gates, caused by wind, rain, hail, sleet, snow, flood, or dust.

23. Other Excepted Causes

The Company shall not indemnify the Insured under sections 1, 2, 3, 7 & 8 in respect of any loss caused directly by or consisting of

- (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials
 - (b) faulty or defective workmanship, or operational error or omission on the part of the Insured or any of their Employees
 - (c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturer's instructions or specification
- But this shall not exclude subsequent loss which itself results from a cause not being an Excepted cause or otherwise excluded.
- (d) explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which the internal pressure is due to steam

only and belonging to or under the control of the Insured, but this shall not exclude loss resulting from interruption or interference with the Business or subsequent loss which itself results from a cause not being an Excepted cause or otherwise excluded.

24. Other insurance

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss in respect of any property more specifically insured under any other policy, by or on behalf of the Insured.

25. Pressure Waves

The Company shall not indemnify the Insured under Sections 2, 3, 6 & 7 against any loss caused by or consisting of pressure waves caused by aircraft, or other





aerial devices, travelling at sonic or supersonic speeds, but this shall not exclude subsequent loss which itself results from a cause not otherwise excluded.

26. Reinstatement of Data and Reinstatement of Programs

The Company shall not indemnify the Insured under 1, 2, 3, 7 & 8 - Increase in Cost of Working the costs of Reinstatement of Data and Reinstatement of Programs onto Media.

27. Sanctioned Territories

The Company shall not indemnify the Insured under All Sections against Damage to Property Insured outside the Geographical Limits (where the insurance on any Property Insured item so applies) where such Property is situate in any territory which is subject to sanctions imposed by the United Nations or by the Governments of the United Kingdom, European Union or the United States of America.

28. Satellite Telecommunications

The Company shall not indemnify the Insured under Section 1, 2, 3, 7 & 8 against Increase in Cost of Working due to:

- i. failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- ii. atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

29. Subsidence

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss caused by or consisting of subsidence or ground heave or landslip of yards car-parks roads pavements walls gates and fences unless a Building at the Premises insured hereby is also Damaged thereby caused by or consisting of

- i. the normal settlement or bedding down of new structures
- ii. the settlement or movement of made-up ground
- iii. coastal or river erosion
- iv. defective design or workmanship or the use of defective materials
- v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
 - (a) where Damage originated prior to the inception of this Policy
 - (b) caused by
 - i. demolition construction structural alteration or repair of any property or
 - ii. groundworks or excavation

at the Premises.

30. Theft



The Company shall not indemnify the Insured under the policy against any loss caused directly by or consisting of theft or any attempted theft:

- (a) which does not involve entry to, or exit from, the Premises by forcible and violent means;
- (b) of Property Insured whilst left in any yard, open space, or open sided building;
- (c) by or in collusion with any Employee or any other person lawfully on the Premises unless such loss is notified to the Company within 30 days of it occurring.

31. Unoccupied Buildings

The Company shall not indemnify the Insured under the policy against any loss caused:

- (a) by freezing;
- (b) by escape of water from any tank, apparatus, or pipe;
- (c) other than by fire or explosion, by malicious persons, not acting on behalf of, or in connection with, any political organisation;
- (d) by theft or attempted theft;

in respect of any Building which is Unoccupied.

32. Water Table

The Company shall not indemnify the Insured under Sections 1, 2, 3, 7 & 8 against any loss attributable solely to change in the water table level.

EXCEPTIONS APPLICABLE TO LIABILITY SECTIONS

33. Advertising

The Company shall not indemnify the Insured under Sections 5 and 6 against liability arising out of any form of defamation or from malicious falsehood:

- (a) made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
- (b) related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on behalf of the Insured.

34. Care, Custody and Control

The Company shall not indemnify the Insured under Section 5 and 6 against liability for loss of, or damage to property belonging to, or in the care, custody, or control, of the Insured other than:

- (a) Employees' or visitors' personal effects (including motor vehicles);
- (b) Any premises (including contents), not being premises leased or rented to the Insured, which are temporarily occupied by the Insured for the purpose

of carrying out work in or to such premises, but always excluding damage to Property being worked upon and arising out of such work.

35. Contractual Liability

The Company shall not indemnify the Insured under Sections 4, 5 and 6 against liability that is assumed by the Insured under a contract or agreement, and:

- (a) arises under any penalty clause or in respect of fines or liquidated damages; or
- (b) arises out of the sole negligence of third parties; or
- (c) attaches by virtue of any waiver of subrogation rights against third parties;

unless such liability would have attached to the Insured in the absence of the said contract or agreement.

36. Court Rules Only – All Sections

The Company shall not indemnify the Insured under All Sections against liability arising from any order of a Court made in consequence of the Insured's failure to comply with any procedural requirements of, or directions imposed by, the Court.

37. Employee

The Company shall not indemnify the Insured under Sections 5 against liability for Bodily Injury sustained by an Employee, which arises out of and/or in the course of his employment or engagement by the Insured.

38. Fines Penalties and Punitive

The Company shall not indemnify the Insured under Sections 4 and 5 against liability for fines, penalties, punitive damages, or exemplary damages.

39. Heat

The Company shall not indemnify the Insured under Sections 5 against liability arising out of the use of any heat or naked flame whilst being used away from the Insured's premises.

40. Pollution

The Company shall not indemnify the Insured under Sections 5 and 6 (other than as set out in Endorsement MG EO49 or MG EO50 (if selected) against liability arising directly or indirectly from any Pollution Hazard arising:

- (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
- (b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance.

The indemnity granted shall not extend to Events or claims, arising directly or indirectly from any Pollution Hazard, that involves moulds or other fungi (including

but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

41. Products

The Company shall not indemnify the Insured

- (a) under Section 5 and 6 against liability:
 - i. arising from any Product exported directly to the United States of America and/or Canada and/or their respective possessions or protectorates;
 - ii. arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device.

42. Professional Services

The Company shall not indemnify the Insured under Sections 5 and 6 against liability arising out of any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification, but this Exception shall not apply to first aid activities.

43. Recall

The Company shall not indemnify the Insured under Sections 5 and 6 against liability arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

44. Sanction Limitation

The Company shall not indemnify the Insured under Sections 5 and 6 nor be deemed to provide cover or provide any other benefit under this Policy where to do so would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United Kingdom of Great Britain, Republic of Ireland and Northern Ireland.

45. Self-Insured Retention

The Company shall not indemnify the Insured under Sections 5 and 6 against liability for the sum stated as the Self-Insured Retention shown in The Schedule.

46. System Failure

The Company shall not indemnify the Insured under Sections 5 and 6 against liability associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

47. Toxic Substances

The Company shall not indemnify the Insured under Sections 5 and 6 against liability arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal of asbestos or polychlorinated biphenols, or other materials, which the



Insured knows, or has reason to suspect, contains asbestos or polychlorinated biphenols.

48. Vehicles and Craft

The Company shall not indemnify the Insured under Section 5 and 6 against liability arising from the ownership, possession, or use by or on behalf of the Insured or any Employee of:

- (a) any mechanically propelled vehicle or attached trailer, whilst in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this Exception shall not apply to liability caused by:
 - i. the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
 - ii. any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security.

provided always that the Insured is not entitled to an indemnity under any other policy.

- (b) any aircraft or other aerial device, hovercraft, watercraft, or offshore installation



CONDITIONS APPLICABLE TO ALL SECTIONS

1. Fraud

The right to an indemnity under this Policy shall be forfeited if a claim is fraudulent in any respect.

2. Law

This Policy is subject to the law of the Republic of Ireland.

3. Non-disclosure

This Policy shall be voidable by the Company in the event of any misrepresentation, misdescription, or non-disclosure of any material fact, by or on behalf of the Insured.

4. Observance of Terms

The Insured shall fulfil all terms, Conditions, and Endorsements, of this Policy in so far as they relate to anything to be done or complied with by the Insured.

The truth of the statements, answers, and information, supplied in connection with this Policy, shall be a condition precedent to any liability of the Company to indemnify the Insured.

5. Operation of the Policy

This Policy and its terms, including the Schedule, Definitions, Sections, Extensions, Exceptions, Conditions, and Endorsements, shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear unless such meaning is stated only to apply to a specific part of the Policy.

Headings in this Policy are included for convenience only and do not affect the construction of it

6. Premium Payment Warranty

If the premiums amount has not been paid to the Company at inception or on subsequent renewal dates the Company shall have the right to cancel this Policy by

- (a) Premium amount paid in full in the event of a claim prior to the date of cancellation
- (b) A pro rata premium charge for the time that the Company has been on risk

It is agreed that the Company shall give no less than 7 days prior notice of cancellation to the Insured

7. Reasonable Precautions

The Insured shall at their own expense take all reasonable care to prevent accidents, loss, and Damage and maintain the Premises, plant, vehicles, and anything else used in connection with the Business, in proper repair.

The Insured shall make good or remedy any defect and danger which becomes

apparent, or take such additional precautions as the circumstance may require.

CONDITIONS APPLICABLE TO PROPERTY SECTIONS

8. Accumulated Stocks

In adjusting any loss under Section 2, account shall be taken and an equitable allowance made if any shortfall in Turnover / Revenue due to an Incident happens by reason of the Turnover / Revenue being temporarily maintained from accumulated stocks of finished goods.

9. Alteration of Risk

All Sections shall cease to have effect from the date of any one of the following:

- (a) the interest of the Insured ceases;
- (b) the Business is wound up, or carried on, by an administrator, trustee in bankruptcy, liquidator, or receiver, or permanently discontinued;
- (c) any alteration is made to the Premises and/or their use whereby the risk of loss is increased, provided that if the increase could not reasonably have been known to the Insured, or the increase is beyond the Insured's control, the Policy shall continue in force, subject to the Insured:
 - i. notifying the Company in writing of the increase in risk within 14 days of the Insured becoming aware of the increase; and
 - ii. promptly paying any additional premiums required by the Company, such amount to be calculated at the Company's discretion.

10. Alternative Trading

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover / Revenue during the Indemnity Period.

11. Automatic Reinstatement

In the absence of written notice by the Company or the Insured to the contrary the insurance by Sections 1, 2 and 4 shall not be reduced by the amount of any loss and in consideration the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

12. Average

Each Declared Value under Sections 1, 2, 3, 7 & 8 is to be subject to Average, meaning that if the Property Insured shall, at the commencement of any loss, be collectively of greater value than the Limit of Indemnity then the Insured shall pay the difference and shall bear a rateable share of the loss accordingly.

13. Building Works on an Adjoining Site

The Insured shall give immediate notice to the Company in respect of subsidence,



landslip, and ground heave.

In the event of building demolition or excavation operations being commenced on any adjoining site the Company shall have the right to vary or cancel the cover against loss caused by subsidence, landslip, and ground heave.

14. Contracting Purchaser

If at the time of loss the Insured has contracted to sell his interest in any of the Premises and the purchase has not been completed, the purchaser, upon completion of the purchase, if and to the extent the property is not otherwise insured against such loss by or on behalf of the purchaser, shall be entitled to benefit under Section 1 without prejudice to the rights and liabilities of the Insured and the Company until completion.

15. Deductibles

All claims under Sections 1 to 8 of this Policy for loss arising out of any one occurrence, or series of losses arising out of one occurrence, shall be adjusted separately, and from the amount of each adjusted loss, the amount stated in the Schedule as the Deductible for the relevant Section shall be deducted after application of the terms, conditions, and provisions of this Policy including any condition of Average.

The Limits of Indemnity and Extension Limits of Indemnity are inclusive of the Deductible

16. Designation

For the purpose of determining the Item under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

17. Explosion

In respect of any vessel, machinery, or apparatus, or its contents, belonging to, or under the control of, the Insured which requires to be examined to comply with any statutory regulations, cover against Damage caused by an explosion originating therein is subject to the provision that such vessel, machinery, or apparatus shall be subject of a policy or other contract providing the required inspection service.

18. Payments on Account

Under Section 2 & 7 the Company will at the option of the Insured make monthly payments on account during the Indemnity Period.

19. Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books, records, or documents, which may be required by the Company under the Claims Conditions applicable to Sections 1 to 8 for the purpose of investigating or verifying any claim under any of those Sections, may be produced by professional accountants or auditors if at the time they are regularly acting as such for the Insured, and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Insured the reasonable charges payable by



the Insured to their professional accountants or auditors for producing such particulars or details or any other proof, information, or evidence, as may be required by the Company and reporting that such particulars or details are in accordance with the Insured's books of account or other business books, records, or documents.

20. Reinstatement

If the Company elects or becomes bound to reinstate any Property Insured, the Insured shall at their own expense produce and give to the Company all such plans, documents, books, and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items shown in The Schedule more than the Limit of Indemnity stated.

21. 72 Hour Clause

All claims for loss under Sections 1, 2, 3 & 8 arising from any one occurrence or series of occurrences shall be adjusted as one claim and the Deductible shall be deducted from each claim for the Defined Perils listed below.

The duration of any one occurrence shall be limited to 72 consecutive hours in respect of:

- (a) earthquake;
- (b) storm or flood;
- (c) bursting, overflowing, discharging, or leaking of water tanks, apparatus, or pipes;
- (d) sprinkler leakage.

Provided that the Company shall not be liable for any loss arising from Damage occurring before the effective date and time of this Policy nor for any occurring after the expiration date of this Policy.

22. Unoccupied Buildings

Unoccupied Buildings shall not be covered under Section 1 & 2 unless:

- (a) notice in writing is given to the Company that the Buildings are unoccupied and payment of additional premium is made if requested by the Company;
- (b) the Insured ensures all doors and windows are fitted with good quality locks and are secured at all times;
- (c) the Insured properly maintains perimeter fences, walls and gates;
- (d) the Insured bricks up or boards over all unnecessary doors, windows, and other openings at first and ground floor levels;
- (e) the Insured or their appointed representative inspects the Premises internally and externally weekly;
- (f) the Insured removes all combustible materials from inside and around the Buildings and ensures that vegetation is kept under control; and

- (g) the Insured disconnects the gas, electricity and water services leaving only the central suppliers for security alarms and the like.

23. Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Policy shall be exclusive of such tax.

CONDITIONS APPLICABLE TO LIABILITY SECTIONS

24. Alteration of Risk

The Insured shall give to the Company immediate written notice of any alteration which materially affects the risk insured.

Where the alteration represents a change to the Business, the Company shall have the right to accept or deny coverage at the time of notification, to establish separate rate(s) and premium and, if appropriate, separate terms to provide coverage for any such change.

25. Self-Insured Retention

The Self-Insured Retention shall be subject to the following provisions:

- (a) Where the Company has incurred expenditure in the defence and/or settlement of any claim the Self-Insured Retention shall be payable in whole or in part:
 - i. at any stage when in respect of a claim or Event sums have been paid in respect of damages, claimant's and/or defence costs, and loss adjusting expenses; or
 - ii. at the settlement or closure of any claim; or
 - iii. where at its own discretion the Company so requires.
- (b) The Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Self-Insured Retention to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Company for the payment.
- (c) The terms of Sections 7 to 8, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Self-Insured Retention.

CLAIMS CONDITIONS

- 26. Alternative dispute resolution under Sections 1 to 8
All matters in dispute between the insured and the insurer arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Irish Commercial Mediation Association ('ICMA') for the appointment of a mediator. The parties shall share equally the costs of ICMA and of the mediator and that the reference, conduct and any settlement of the dispute at

mediation will be conducted in confidence.

If any dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the President for the time being of the Incorporated Law Society of Ireland whose determination will be made as an arbitrator and be binding upon the parties.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the disputes prevents such continued performance of those obligations.

If any such dispute is not resolved by arbitration or the parties cannot agree upon the appointment of an arbitrator the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court of Ireland.

27. Claims Control under Sections 1 to 8

The Company shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim under Sections 1 to 7 and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

28. Claims Co-operation under Sections 1 to 8

It shall be a condition precedent to liability under Sections 6 to 8 that the Insured, as regards circumstances of which the Insured is aware may give rise to any claim(s) against the Insured, shall:

- (a) provide the Claims Manager or, if the Claims Manager or the Company so requires, the Company, with such particulars and information as either may require, immediately on request;
- (b) forward to the Claims Manager or, if the Claims Manager or the Company so requires, to the Company, any communication, court process or documentation, or any other documents received relating to such circumstance(s) or claim(s) immediately on receipt;
- (c) give to the Claims Manager or, if the Claims Manager or the Company so requires, to the Company, all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;
- (d) make no admission of liability, payment, offer or promise of payment, or indemnity, or waiver of subrogation, without the written consent of the Claims Manager or the Company.

29. Claims Notification under All Sections

It shall be a condition precedent to liability under Sections 1 to 8 that the Insured shall:

- (a) as soon as reasonably practicable give written notice by email to the Claims Manager of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Policy;



- (b) immediately give written notice by email to the Claims Manager when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
- (c) advise the Claims Manager in writing by email immediately the Insured has knowledge of any impending prosecution, inquest, or fatal accident inquiry, in connection with any circumstance(s) or claim(s) notified under (a) or (b).

30. Contribution and Other Insurances

- (a) If at the time of loss there may be any other insurance effected by or on behalf of the Insured applicable to such loss, the liability of the Company under any of Sections 1 to 8 shall be limited to its rateable proportion of such loss.

If any such other insurance shall be subject to any condition of average Sections 1 to 8 of this Policy, if not already subject to any condition of average, shall be subject to average in like manner.

If any such other insurance effected by or on behalf of the Insured is expressed to cover any of the Property Insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole, or in part, or from contributing rateably to the loss, the liability of the Company shall be limited to such proportion of the loss as the relevant Limit of Indemnity under this Policy bears to the value of the property.

- (b) If at the time of any claim(s) there is, or, but for the existence of the cover granted under any of Sections 1 to 7 would be, any other policy of indemnity or insurance in favour of, or effected by or on behalf of, the Insured, applicable to such claim(s), the Company shall not be liable under Sections 6, 7 or 8 to indemnify the Insured in respect of such claim(s), except in respect of any amount in excess of that which would be payable under such policy of indemnity or insurance had this Policy not been effected, subject always to the Limit of Indemnity.

31. Discharge of Liability under Sections 4, 5 & 6

The Company may at any time, at its own discretion, pay to the Insured the Limit of Indemnity under Sections 4, 5 & 6, or any lesser sums for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of defence costs and expenses already agreed and incurred.

Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Indemnity, the Company's liability by virtue of a judgement or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

32. Notice of loss under Sections 1 to 8

It shall be a condition precedent to liability under Sections 1 to 8 that in the event of any loss the Insured:

- (a) notifies the Company in writing by email as soon as reasonably practicable but, in any event, within 30 days of its happening, and within 7 days of its happening in the case of loss caused by riot, civil commotion, strikers,





locked-out workers, persons taking part in labour disturbances, or malicious persons; or within such additional time as the Company may in writing allow.

- (b) Notifies the Police Authority immediately it becomes evident that any loss has been caused by malicious persons or theft or any attempt thereat.
- (c) Carries out and permits to be taken any action which may be reasonably practicable to prevent further loss.
- (d) delivers to the Company at the Insured's expense:
 - i. full information in writing of the property Damaged and of the amount of loss;
 - ii. details of any other insurances on any Property Insured within 30 days after such loss, and within 7 days in the case of loss caused by riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances, or malicious persons; or within such additional time as the the Company may in writing allow;
 - iii. all such proof and information relating to the loss as the Company may reasonably require;
 - iv. If demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (e) shall, under Section 6 Business Interruption, at their own expense:
 - i. with due diligence carry out and permit to be taken any action which may reasonably be practicable, to minimise or check any interruption or interference with the Business, or to avoid or diminish the loss;
 - ii. not later than 30 days after the expiry of the Indemnity Period provide details of the claim and any other applicable insurances;
 - iii. deliver to the Company, such books of account, and other business books, vouchers, invoices, balance sheets, and other documents, proof, information, explanation, and other evidence as may reasonably be required.

If the terms of this Condition have not been complied with

- A. no claim under Sections 1 to 7 of this Policy shall be payable; and
- B. Any payment on account of the claim(s) already made, shall be repaid to the Company.

33. Offset of Premium under Sections 1, 2, 3, 7 & 8

The Company shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under Sections 1,2, 3, 7 and 8 of this Policy, any sums owed to the Company by the Insured in respect of Premium(s) due under this Policy.

34. Subrogation





Where the Company is entitled to be subrogated in respect of any loss or liability, any claimant under this Policy shall, at the request and the expense of the Company allow to be done anything that may be necessary for the purpose of enforcing any such rights and remedies in order to obtain indemnity from other parties, whether before or after any payment by the Company.

35. Subrogation Waiver

The Company agrees to waive any rights, remedies, or relief to which it might become entitled by subrogation against:

- (a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured.
- (b) any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary.

36. The Company's Rights Following a Claim under Sections 1 to 8

On the happening of loss in respect of which a claim is made the Company and any person authorised by the Company, may without thereby incurring any liability or diminishing any of the Company's rights under this Policy, enter, take, or keep possession of the Premises where such loss has occurred and take possession of, or require to be delivered to the Company, any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner. If the Insured shall hinder or obstruct the Company in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited.

No property may be abandoned to the Company whether taken possession of by the Company or not.

**Munster Insurance & Financial Ltd T/A Broker Solutions Ireland is regulated by
the Central Bank of Ireland**

