

Farm Protection Insurance

Product Update Summary
(for policies purchased directly from Zurich)



We would like to advise you of the following updates which apply to your Policy from your renewal date. These updates include changes following the enactment of the Consumer Insurance Contracts Act 2019.

This Product Update Summary document applies to customers who have renewed their policy directly with Zurich on or after 1st March 2022 (policy number that contains ZFD).

Please review this document carefully in conjunction with your existing Policy document, as this document sets out changes including certain limitations to cover, such as new definitions, exclusions and conditions to the cover provided under your existing Policy and it is critical that you familiarize yourself with the changes. Failure to do so may impact your understanding of cover available under your updated Policy.

You can find your updated Policy Booklet at:
www.zurich.ie/farm-insurance-documents/
Please check this carefully as it sets out certain exclusions from the cover provided under your Policy.

Summary of Changes:

Section: “Your Policy/The Contract of Insurance – Farm Protection Insurance Policy”

The wording under the above section has been replaced. Please see updated policy wording below:

Zurich Insurance plc (The Insurer) having accepted or agreed to accept Your premium for any Period of Insurance, will indemnify or otherwise compensate You in the manner and to the extent described within Your Policy.

Your Policy is comprised of this Policy Document, Your Schedule and Certificates of Insurance. Other than where expressly provided in this Policy, compliance with all the terms provisions Conditions and Endorsements of the Policy shall be a condition precedent to Your right to recover under this Policy.

For Your own protection You are recommended to read Your Policy and all its Conditions to ensure that it is in accordance with Your intentions. We would draw Your attention specifically to the General Exclusions Section of Your Policy; the exclusions set out in each Section of Your Policy; the Retention Condition under Section 1 (a) Farm Property Damage of Your Policy; and the Retention Amount under the Settling Claims section of Section 8 (a) Buildings of Your Policy.

We have agreed to provide Policy cover, and have calculated the applicable premium, based on information provided by You or on Your behalf including but not limited to:

- information provided in any Submission, or otherwise in response to specific questions asked by Us;
- information provided and recorded in any Statement of Facts issued to You;
- and/or
- any additional information voluntarily provided.

If Your Policy does not meet Your needs, please let Us or Your broker or agent know immediately.

Section: “Contents”

The subsections under “Section 1 – Farm Commercial” have been updated to include the following:

d. Forestry

The subsections under “Customer Information” have been updated to include the following:

a. Legal Expenses

b. Farm Safety

Section: “General Definitions”

The wording under the above section has been extended to also include new definitions as follows:

1. Business (applicable to Sections 1-8)

- e. participation in exhibitions

3. Continuing Restrictive Condition

Any Condition in this Policy, however expressed, that purports to require You to do, or not to do, a particular act or acts, or requires You to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

4. Construction

Shall mean any construction or reconstruction of building and does not include Maintenance and Repair.

7. Maintenance

Routine activities providing care or upkeep of machinery and or property, involving functional checks, servicing, repairing, oiling or replacing of necessary devices, including cleaning, washing equipment, property and or machinery which does not include Construction or Reconstruction.

13. Repair

Minor preservation or restoration work for when something gets broken, damaged or stops working at the Premises which does not include Construction or Reconstruction.

14. Reconstruction

Returning of a damaged building to a known earlier state by the introduction of new materials.

19. Working at height

Working in a place (except a staircase in a permanent workplace) where a person could be injured by falling from it, even if it is at or below ground level where an employee could fall a distance liable to cause personal injury.

Section: “1 – Farm Commercial & Section 2 – Business Interruption – Definitions”

The wording under section “1 – Farm Commercial & Section 2 – Business Interruption – Definitions”, paragraph “4. Property Insured” has been updated to also include the following:

Item 8. Computerised Milking Equipment at the Premises

The term “Computerised Milking Equipment” includes

- a. Electronic milking equipment
- b. Robotic milking machines

Section: “1 (a) – Farm Property Damage – What is Insured”

The wording under sub section “1 (a) – Farm Property Damage – What is Insured – Events – 8. Storm” has been amended. Please see the updated wording below:

8. Storm excluding

- a. Damage by:
 - i. the escape of water from the normal confines of any natural or artificial watercourse lake reservoir canal or dam
 - ii. inundation from the sea whether resulting from storm or otherwise
- b. Damage attributable solely to change in the water table level
- c. Damage by frost subsidence ground heave or landslip
- d. Damage to Property Insured other than Damage to Property Insured Item 1. Building(s), Item. 2 Farming Machinery and Equipment, Item. 7 Milking Equipment, Item 8 Computerised Milking Equipment insured under Section 1 (a) and used in connection with the Business
- e. Damage to moveable property in the open including walls, gates, posts, fences and hedge
- f. Damage caused by Flooding.

Section: “1 (a) – Farm Property Damage – What is Insured”

The wording under sub section “1 (a) – Farm Property Damage – What is Insured” has been updated to also include the following Event; however it is important to note the cover described below only applies if you have chosen it, you have paid the appropriate premium and if the cover is confirmed in your policy schedule / The following Event is insured only when Specified in Your Schedule.

10. Accidental Damage

Excluding:

- a. Damage caused by or consisting of or arising from or attributable to
 - i. any of the Events 1/9
 - ii. any of the exclusions to Events 1/9 whether Events 1/9 are insured or not
- b. Damage caused by or consisting of
 - i. inherent vice
 - ii. latent defect
 - iii. gradual deterioration
 - iv. wear and tear
 - v. frost
 - vi. its own faulty or defective design or materials
- c. faulty or defective workmanship by the Insured or any employee of the Insured
- d. operational error or omission by the Insured or any employee of the Insured
- e. Damage caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured
- f. Delay or Damage caused by or consisting of seizure or destruction by order of public authority

- g. Damage caused by or consisting of
 - i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - ii. change in temperature, colour, flavour, texture or finish
 or Damage consisting of
 - iii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
 - iv. mechanical or electrical breakdown or derangement
- h. Damage caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information
 - i. Damage caused to any building or structure by its own collapse or cracking
- j. Damage in respect of fences gates and moveable property in the open caused by wind, rain, hail, sleet, snow or dust
- k. Damage to any property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service, cleaning, dyeing, restoring or Repair
- l. Damage in respect of
 - i. jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
 - ii. property in transit
 - iii. glass, china, earthenware, marble or other fragile or brittle objects
 - iv. money bonds or securities of any description
- m. Damage in respect of
 - i. vehicles licensed for road use (including accessories on them), caravans, trailers, railway Locomotives, rolling stock watercraft or aircraft and all forms of drones.
 - ii. property or structures in course of Construction or erection and materials or supplies in connection with all such property or structures
 - iii. Lands, roads, pavements, piers, jetties, bridges, culverts or excavations
 - iv. livestock, growing crops or trees
- n. Damage caused by or consisting of Subsidence or Ground Heave of any part of the site on which the property stands or Landslip
- o. Damage caused by or consisting of normal settlement or bedding down of new structures
- p. Damage caused by or consisting of Escape of water from any fixed water apparatus or sprinkler installation
- q. Damage caused by or consisting of
 - i. the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam
 - ii. inundation from the sea whether resulting from storm or otherwise
 - iii. Damage attributable solely to change in the water table level
 - iv. Damage caused by Flooding
- r. Damage to bulbs, electric heating elements, photo electric cells, belts, trailing cables, flexible hoses or pipes
- s. chipping, bruising or denting of any surface
- t. the cost of Maintenance
- u. any loss arising from improper storage or stowage
- v. any willful act or neglect
- w. loss or damage from theft or any attempted theft
- x. loss due to depreciation
- y. consequential loss of any kind
- z. any Excess stated in the Schedule

Section: “1 (a) – Farm Property Damage Extensions”

The wording under sub section “1 (a) – Farm Property Damage Extensions”, paragraph “1. Temporary Removal” has been replaced. Please see the updated wording below:

1. Temporary Removal

The Property Insured Item(s) 2. Farming Machinery and Equipment, and Agricultural Produce Item 3 insured by this Section are covered whilst temporarily removed elsewhere and in transit thereto and therefrom by road, rail or inland waterway, all within the Republic of Ireland and Northern Ireland.

Provided that:

- a. this Extension does not apply to Property Insured in so far as it is otherwise insured, nor to motor vehicles and motor chassis licensed for normal road use

Section: “1 (a) – Farm Property Damage Extensions”

The limit under sub section “1 (a) – Farm Property Damage Extensions”, paragraph “2. Fire Brigade Charges” has been increased. Please see the updated wording below:

2. Fire Brigade Charges

The insurance by this Section extends to apply to Fire Brigade Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured by this Section in circumstances which have given rise to, or would have given rise to, Damage to the Property Insured by any Event covered by this Section.

The maximum amount payable under this Section or any Section of the Policy, excluding Section 6, shall not exceed €15,000 any one incident.

Section: “1 (a) – Farm Property Damage Extensions”

Certain wordings under sub section “1 (a) – Farm Property Damage Extensions” have been amended. Please see the updated wordings below:

12. Subrogation Waiver

In the event of a claim arising under this Section, We agree to waive any and all rights, remedies and/or relief which We may become entitled by way of subrogation against:

- a. any company which is a holding company to the Insured, or subsidiary to the Insured, as defined within the meaning of sections 7 and 8 of the Companies Act 2014
- b. any company which is a subsidiary of a holding company where that holding company is also the holding company of the Insured within the meaning of sections 7 and 8 of the Companies Act 2014.

13. Tenancy

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

14. Non-Invalidation

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

Section: “1 (a) – Farm Property Damage Extensions”

The wording under sub section “1 (a) – Farm Property Damage Extensions” has also been updated to include the following new paragraphs:

20. Urgent Repairs to Milking Equipment

The insurance by this Section is extended to include reasonable costs and expenses necessarily incurred by You following insured Damage in making temporary repairs to the Milking Equipment insured by Item 7 and Item 8 or in expediting permanent repairs provided that Our approval has first been obtained in writing and that Our total liability in respect of any loss under this Extension or Section shall not exceed the total Sum Insured for Milking Equipment as stated in the Schedule.

21. Theft of Diesel

Stock of Diesel subject to a limit of €2,000 is insured provided that whether in the open or in buildings at the Premises the Diesel Tank(s) fuel valve or nozzle is securely locked by a disc padlock or equivalent security Locking device.

Section: “1 (a) – Farm Property Damage Conditions”

The wording under sub section “1 (a) – Farm Property Damage Conditions” has been updated to include the following new conditions:

2. Average (Underinsurance) in respect of Milk

The Sum Insured for Milk insured under this Section is declared to be separately subject to Average.

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

3. Retention

Where, in the context of Damage to real property only, We pay the costs of repair or reinstatement as above, We may:

- a. release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- b. pay the balance (otherwise known as the “retained amount”) to You on completion of the work and on receipt of appropriate documentation validating the costs incurred by You for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- i. 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- ii. 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

4. Grain Drying

In respect of the process of Grain Drying it is a condition that all Grain dryers:

1. must be operated as per manufacturers guidelines.
2. have all thermostats & automatic control gear must be regularly maintained & serviced.
3. must be regularly maintained & serviced as per the manufacturers guidelines.
4. must be supervised when in use.
5. dust extractor’s must be regularly maintained and serviced as per manufacturers guidelines and filters regularly checked

Section: “1 (b) – Livestock – Definitions”

The wording under sub section “1 (b) – Livestock – Definitions” has been updated to include a new definition as follows:

6. Fatal Injury (Pedigree cover Event 13 only)

Shall mean a violent, external, accidental and visible act illness or disease that causes death or its necessary slaughter (under certificate by a duly qualified veterinary surgeon) within 28 days of such accident during the Period of Insurance. It is also understood that Fatal Injury for Pedigree Livestock includes death by poisoning.

Section: “1 (b) –Livestock – What is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 10. Sheep Worrying” paragraph “Special Conditions” has been updated. Please see the updated wording below:

Special Conditions:

1. As soon as You discover an occurrence of Sheep Worrying as described above You must make immediate notification to An Garda Síochána and keep the report reference number for inspection by Us upon receipt of any claim.
2. Indemnity shall not exceed the market value at time of loss not exceeding the maximum value of flock as stated in the Schedule unless otherwise agreed by US.
3. Indemnity shall apply only in respect of sheep the property of the Insured. (The onus of identification of such sheep shall rest on the Insured as condition precedent to any claim).

Section: “1 (b) –Livestock – What is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured – Events – 11. Theft of Livestock” has been updated to also include the following exclusion:

- c. Any animal kept at an out farm unless security measures declared and cover have been agreed by the Insurer, subject to necessary terms, conditions and special conditions applying

Section: “1 (b) –Livestock – What is Insured”

The wording under sub section “1 (b) – Livestock – What is Insured” has also been extended to include the following Event; however, it is important to note cover described below only applies if you have chosen it, You have paid the appropriate premium and the cover is confirmed in the Schedule in respect of animals specified:

12. Accidental Poisoning Cover (cover only operative in respect of animals specified in the Schedule)

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

- i. accidental death caused as a result of unintentional or deliberate botulism
- ii. the first €2,500 of each and every loss as stated in the Schedule.

The most the Insured can claim in respect of any one incident is limited to the sum insured on the schedule or €100,000 whichever is the lesser

Special Conditions:

When agitating slurry due to the high risk of gas release it is a condition that You must

1. Undertake a risk assessment in advance of any slurry agitation in line with HSA guidelines
2. Remove Yourself and any other persons, and evacuate all Livestock and any pets from buildings above or adjacent to the slatted tank before you start
3. Keep Yourself and any other persons, and Livestock out of the vicinity buildings (at least 100 metres) for at least the first 45 minutes following the commencement of agitation.
4. Open all doors and available ventilation to provide a through draught, especially at floor level
5. Only agitate on a day where there is good air movement and a minimum wind speed of at least Beaufort Scale 2

Section: “1 (b) –Livestock – What is Insured – Events – 13. Pedigree Livestock”

The wording under the above sub section has been newly added to the Farm Protection Insurance Policy Document; please review should you wish to avail of the cover provided under this new section.

Section: “1 (b) – Livestock Exclusions”

The wording under Section “1 (b) – Livestock Exclusions – What is not Insured – No. 5” has been updated as follows:

5. pregnancy or parturition or castration except insofar as covered under Pedigree Event 13 where selected and noted in Your Schedule

Section: “1 (b) – Livestock Exclusions”

The wording under Section “1 (b) – Livestock Exclusions – What is not Insured – No. 9” has been updated as follows:

9. poison, malnutrition or neglect (except where specifically insured under 12. Accidental Poisoning or Fatal Injury Pedigree Livestock)

Section: “1 (b) – Livestock Exclusions”

The wording under sub section “1 (b) – Livestock Exclusions – What is not Insured” has been updated to also include the following exclusion:

13. unintentional or deliberate botulism

Section: “1 (b) –Livestock Extensions”

The wording under sub section “1 (b) – Livestock Extensions” has been updated to also include the following extensions:

3. Theft of Livestock automatic limit

The insurance by this Section extends to include an automatic cover in respect of Theft of Livestock subject always to the definitions, exclusions and conditions outlined in Event 11. Theft of Livestock and of this Section and Policy.

The maximum amount payable under this Extension shall not exceed €5,000 any one loss or in the aggregate any one Period of Insurance. An Excess of €500 applies in respect of each and every loss.

Where Event 11. Theft of Livestock is Insured specifically under Your Policy and noted in Your Schedule it is understood that the limit shown in Your Schedule shall be in addition to the limit provided under this Extension.

4. Livestock Basis of Settlement Extension

We will pay the cost of replacing any animal with one of comparable worth and condition, this is referred to as the Market Value at the date of loss:

- i. The basis of settlement is deemed to be Market Value +10% for livestock claims under the Insured Events as Specified in Your policy Schedule except Event 10 Sheep worrying.
- ii. The basis of settlement in respect of Event 11. Sheep worrying is deemed to be Market Value +20% for sheep worrying claims under the following Insured Events 10 when Specified in Your policy Schedule

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

The title of this Section 1 (c) has been amended. Please see updated title below:

Section 1 (c) – Deterioration of Milk

Note: Throughout this section the reference to Refrigerated Milk Storage Tank(s) has been updated to note Bulk Milk Tank(s) or Refrigerated Milk Storage Tank(s)

Section: "1 (c) – Deterioration of Milk – Definitions"

The wording under the above sub section has been updated. Please see the updated wording below:

1. Bulk Milk Tank(s) and Refrigerated Milk Storage Tank(s)

Shall include associated installations and piping, wires and accessories described in the Schedule installed permanently at Your Premises and owned by You or for which You are responsible.

2. Milk

Shall mean Milk insured under this Section and contained within Bulk Milk Tank(s) or Refrigerated Milk Storage Tank(s) used in connection with the Business.

Section: "1 (c) – Deterioration of Milk – What is Insured"

The wording under sub section "1 (c) – Deterioration of Milk – What is Insured – Events – 1. Deterioration of Milk in Bulk Milk Tank(s) or Refrigeration Milk Storage Tank(s)" has been amended. Please see the updated wording below:

1. Deterioration of Milk in Bulk Milk Tank(s) or Refrigerated Milk Storage Tank(s)

We will pay for:

- 1.1 loss deterioration or putrefaction of Milk caused by a change (rise or fall) in temperature of a Bulk Milk Tank(s) or Refrigerated Milk Storage Tank(s) in which it is being stored as a direct result of:
 - i. sudden and unforeseen loss or Damage to the Tanks
 - ii. failure (from any inherent cause) of any thermostatic or automatic controlling devices
 - iii. failure of the public electricity supply which is not caused by:
 - a 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
 - a scheme of rationing unless necessitated solely by physical Damage to a part of the public electricity supply company's system.
- 1.2 contamination of Milk by the accidental escape of refrigerant gas or liquid into the Refrigerated Milk Storage Tank(s).

Section: "1 (c) – Deterioration of Milk – What is Insured"

The wording under sub section "1 (c) – Deterioration of Milk – What is Insured" has been updated to include new Events as follows:

2. Prevention of access due to inclement weather

We will pay for the loss of Milk where the Co-operative are unable to access Your Premises for milk collection due to snow, ice, storm or hurricane subject to a total limit of €12,000 or 2 claim incidents, whichever is less, in any one Period of Insurance. The liability of the Insurer in respect of any one loss shall not exceed the Sum Insured as stated in the Schedule

3. Accidental contamination by antibiotic residue

We will pay for the loss of own milk as a direct result of accidental contamination by antibiotic residue Provided that:

- a. the milk has been rejected by the processor or creamery and evidence is provided
- b. a valid products liability claim is declared and accepted by the Insurer under Section 5 Products Liability of this policy
- c. there is a plan in place to identify and adhere to waiting and withdrawal periods for animals undergoing antibiotic treatment

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

Section: “1 (c) – Deterioration of Milk – Exclusions”

The wording under the above section has been amended as follows:

Section 1 (c) – Deterioration of Milk Exclusions

What is not Insured

- a. arising from improper storage or stowage
- b. the dumping or disposal of excess or surplus Milk
- c. any Excess stated in the Schedule
- d. any willful act or neglect

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

The above sub section has been removed. Furthermore, the wording under extension “2. Basis of Settlement” has been moved to sub section “1 (c) – Deterioration of Milk Conditions” and this condition wording has been updated as follows:

Section 1 (c) – Deterioration of Milk Conditions

1. Basis of Settlement

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

Milk in Bulk Milk Tank(s) and Refrigerated Milk Storage Tank(s)

The amount We will pay per litre will be the average value per litre that You were paid over the last five milking days prior to a claim.

Loss of own Milk under cover 3

The liability of the Insurer for each claim shall not exceed the amount rejected by the processor or creamery or the sum insured whichever is the lesser

Section: “1 (d) – Forestry”

The wording under the above section has been newly added to the Farm Protection Insurance Policy Document; please review should you wish to avail of the cover provided under this new section.

Section: “2 – Business Interruption – The Cover”

The wording under paragraph 1 of sub section “2 – Business Interruption – The Cover” has been updated to also include an exclusion in relation to “Section 1 (d) Forestry”. Please see the updated wording below:

The Cover

If Damage by any of the Events insured under this Section of the Policy occurs at the Premises to Property Insured under Section 1 (a) Farm Property but excluding Item 4. Growing Crops, Item 5. Growing Trees Section 1 (d) Forestry which is used by You for the purpose of the Business and causes interruption of or interference with Your Business at the Premises.

Section: “2 – Business Interruption – The Cover”

The wording under “2. Additional Increased Cost of Working” has been replaced. Please see the updated wording below:

2. Additional Increased Cost of Working

The insurance under this item is limited to such further additional expenditure beyond that recoverable under clause (b) of item 1 on Gross Income necessarily and reasonably incurred by the Insured during the Indemnity Period in consequence of the Damage for the sole purpose of avoiding or diminishing the reduction in Gross Income.

Section: “2 – Business Interruption – What is Insured”

The wording under sub section “2 – Business Interruption – What is Insured – Events – 8. Storm” has been amended to include the following:

- f. Damage caused by Flooding

Section: “2 – Business Interruption Extensions”

The wording under sub section “2 – Business Interruption Extensions” has been updated to also include the following:

3. Automatic farming continuation expenses for Dairy Enterprises

The following cover enhancement is automatically added to Your policy where the Section is operative and in respect of Dairy Farming only in the production of Milk activities.

The insurance by this Section is extended to include farming continuation expenses in the event of insured Damage under Section 1 (a) and subject to the provisions in Section 2 cover 3. Increased cost of working.

Provided the liability of the Insurer under this Extension shall not exceed

- a. the automatic Sum Insured of €10,000
- b. The Maximum Indemnity Period shall be 12 months for the purpose of this Extension

Where cover 3. Increased cost of working (farming continuation expenses) is Insured specifically under Your Policy and noted in Your Schedule it is understood that the Sum Insured limit shown in Your Schedule shall be in addition to the automatic Sum Insured limit provided under this Extension

Section: “3 – Employers Liability Exclusions – What is not Insured”

The wording under sub section “3 – Employers Liability Exclusions – What is not Insured” has been updated to also include the following:

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

5. in respect of claims arising in connection with any Construction or Reconstruction work on buildings unless You have notified Us of this work beforehand, You give Us full details of this work including full details of wages, We have agreed to provide cover, in which cover, will be subject to You complying with any terms and conditions deemed necessary and imposed by Us. For the avoidance of doubt this exclusion does not apply in respect of Maintenance and Repair
6. arising for any claim for loss or damage to any land, property, building or structure caused by vibration or the removal or weakening of support.
7. arising from horse breaking, horse training, riding tuition, livery, stud farming and/ or pony trekking
8. arising from or in connection with any hunting dogs, hunting, shooting or any activity connecting to the breeding of hunting dogs or dog kennelling
9. arising directly or indirectly from quarrying or any quarry situated on lands owned or leased by You unless We are notified and agree to this subject to necessary terms & conditions applying.
10. in connection where Your Business includes Agricultural Contracting, will not indemnify the You against liability arising from, traceable to, or caused by:
 - a. lime
and/or
 - b. artificial manure
and/or
 - c. herbicides
and/or
 - d. insecticides
while being spread and/or sprayed.

Section: “3 – Employer’s Liability Conditions”

The wording under sub section “3 – Employer's Liability Conditions” has been extended to include a new condition as follows:

3. Chainsaw Condition

It is a condition of the Policy that all Employees using a chainsaw have completed a certified training course and or are experienced in the use and operation of such saws. All chainsaws are sharpened in proper working order, operated and maintained in accordance with manufactures guidelines and at minimum incorporate necessary safety features including a chain brake incorporating a front hand guard.

It is further condition that chainsaw operators wear suitable protective clothing as detailed below:

- Feet and Legs: Chainsaw trousers with ballistic nylon or Kevlar incorporated chainsaw boots or wellingtons with steel toecaps and ballistic nylon incorporated
- Hands: Leather chainsaw gloves which incorporate ballistic nylon or Kevlar
- Head: Hard hats, goggles and ear defenders

Section: “4 – Public Liability Extensions”

The wording under sub section “4 – Public Liability Extensions” has been updated to include the following:

6. Environmental Pollution sudden identifiable and unexpected

Pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The most We will pay for all claims arising from pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed the Limit of Indemnity specified in the Schedule of the policy under which the claim arises.

Important: If you require specific Environmental impairment Liability Insurance cover including gradually occurring incidents please contact Us to request cover and unless stated in Your Schedule Environmental impairment Liability cover does not apply to Your Policy.

Section: “4 – Public Liability Exclusions”

The wording under sub section “4 – Public Liability Exclusions – What is not Insured” has been updated to also include the following:

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

9. in respect of claims arising in connection with any Construction or Reconstruction work on buildings unless You have notified Us of this work beforehand, You give Us full details of this work including full details of wages, We have agreed to provide cover, in which cover, will be subject to You complying with any terms and conditions deemed necessary and imposed by Us. For the avoidance of doubt this exclusion does not apply in respect of Maintenance and Repair.
10. rising for any claim for loss or damage to any land, property, building or structure caused by vibration or the removal or weakening of support.
18. caused by or arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.
19. arising from horse breaking, horse training, riding tuition, livery, stud farming and/ or pony trekking
20. arising from or in connection with any hunting dogs, hunting, shooting or any activity connecting to the breeding of hunting dogs or dog kennelling
21. arising directly or indirectly from quarrying or any quarry situated on lands owned or leased by You unless We are notified and agree to this subject to necessary terms & conditions applying.
22. arising directly or indirectly from inactive and or disused quarries unless the quarry is fully fenced to prevent public access
23. in connection where Your Business includes Agricultural Contracting, will not indemnify the You against liability arising from, traceable to, or caused by:
 - a. lime
and/or
 - b. artificial manure
and/or
 - c. herbicides
and/or
 - d. insecticides
while being spread and/or sprayed.
24. arising directly or indirectly from the ownership or use of aircraft and all forms of drone

Section: “4 – Public Liability Conditions”

The title of condition “3. Stubble Burning Warranty” has been updated. Please see the updated title below:

3. Stubble Burning Condition

Section: “6. Agricultural Tractor/Motor Special Types”

The title of this section has been amended. Please see the updated title below:

Section 6. Agricultural Motor

Section: “6 – Agricultural Motor – Definitions”

The wording under sub section “6 – Agricultural Motor – Definitions” has been replaced. Please see the updated wording below:

1. Insured Vehicle

Is the vehicle in respect of which a Certificate of Motor Insurance specifying the Registration Number has been issued by Us

2. Insured person

- i. You
- ii. At Your request,
 - a. any principal, director, business partner or employee of yours
 - b. anyone else You have given Us information about and that We have agreed to insure;
 - c. any person who is inside, getting into, or getting out of the Insured Vehicle, with Your permission
 - d. the owner of a Vehicle on hire or loan or leased to You
- iii. anyone who with Your Permission is using (but not driving) Your Vehicle for social, domestic, or leisure purposes provided always that such use is permitted under the terms of the Certificate of Motor Insurance
- iv. any other individual or business that We have agreed to cover whose business use is permitted under the terms of the Certificate of Motor Insurance
- v. any person entitled to drive under Your Certificate of Motor Insurance except a person in the motor trade driving the Insured Vehicle for the purposes of overhaul, upkeep or repair

3. Passenger

Is any person (other than the driver) who is in the Insured Vehicle or its attached trailer or attached disabled mechanically propelled vehicle or who is getting into or out of such vehicle or trailer

4. Accessories

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

5. Cover

This cover will apply in respect of events occurring in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands during the Period of Insurance specified in the Schedule.

The Policy extends in respect of the use of any Insured Vehicle in any other country for which the Commission of the European Union is satisfied arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on insurance of Civil Liabilities arising from the use of motor vehicles (No. 72/166/CEE)

There are three different levels of cover available:

- i. Comprehensive:
All Sections of Section 6 Agricultural Motor are operative
- ii. Third Party Fire and Theft
Indemnity provided by Section 6 (b) is inoperative except for loss or damage caused directly by fire, self-ignition, lightning, or explosion or by theft or attempted theft
- iii. Third Party Only:
Section 6 (b) is cancelled

The level of cover under the Policy is as stated in the Schedule.

Section: “6 (a) – Liability to Third Parties”

The wording under sub section “6 (a) – Liability to Third Parties” has been replaced. Please see the updated wording below:

Sub-Section 1. Indemnity to You

- a. We will indemnify You against liability at law for damages and claimant’s costs and expenses in respect of the death of or bodily injury to any person and damage to property where such death or injury or damage arises out of an accident caused by or in connection with:
 - i. The insured Vehicle (including the loading and/or unloading of such vehicle)
 - ii. A trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by the Insured VehicleThe liability of the Insurer in respect of damage to property shall not exceed the Third-Party Property Damage Limit stated in the Schedule, in respect of any one accident or series of accidents arising out of one event.
- b. We will pay all legal costs incurred with Your written consent in connection with any claim covered by this Section
- c. In respect of any event which may be the subject of indemnity under this Section We will also pay:
 - i. The solicitors’ fees incurred with Our written consent for representation at any coroner’s inquest/fatal inquiry or Court of Summary Jurisdiction
 - ii. The legal costs of defence against a charge of manslaughter or causing death by reckless driving subject to a limit of €2,600 in respect of any one charge

Sub-Section 2. Indemnity to other Persons

Subject to the terms and limitations of this Section We will also indemnify:

- a. If the effective Certificate of Insurance permits the driving of a vehicle described in the Schedule by a person other than You, We will also indemnify any person who is entitled by this Policy to drive the Insured Vehicle and who is driving on the order or with the permission of You except a person in the Motor Trade driving the Insured Vehicle for purposes necessitated by the overhaul, upkeep and/or repair of the vehicle
- b. In the event of the death of any person entitled to indemnity under this Policy their legal personal representatives. Provided always that:
 - i. The liability of the Insurer is not increased thereby
 - ii. Such legal representatives shall, as though they were the Insured, observe, fulfil and be subject to the terms, limitations, Exclusions and Conditions of this Policy so far as they can apply’

Provided that the person or firm claiming indemnity under sub–Section 2:

- a. Is not entitled to indemnity under any other policy.
- b. Hold a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence
- c. Shall as though he were You observe fulfil and be subject to the terms, limitations, Exclusions and Conditions of this Policy in so far as they can apply.

Limits of Indemnity

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

Section: “6 (a) – Liability to Third Parties Extensions”

The wording under sub section “6 (a) – Liability to Third Parties Extensions” has been updated to also include the following:

Personal Liability of Passengers

We will at your request indemnify in terms of Section 6 (a) of this Policy Passenger mounting into, dismounting from, or travelling in any Insured Vehicle provided that the Passenger:

- i. is not driving the Insured Vehicle or in charge of the Insured Vehicle for the purpose of driving
- ii. is not entitled to indemnity under any other Policy
- iii. observes, fulfils and is subject to the terms, exceptions and conditions of the Policy, in so far as they can apply

Exceptions

We shall not be liable for:

- a. death or bodily injury to

- i. You
 - ii. any person driving the Insured Vehicle or in charge of the Insured Vehicle for the purpose of driving
 - iii. any person in the employment of the Passenger where the personal injury arises out of and in the course of the employment
- b. damage to property
- i. owned by or in the possession, custody or control of You or the Passenger
 - ii. in or on the Insured Vehicle or trailer

Indemnity to Principals

It is hereby declared and agreed that in terms of and subject to the limitations of the indemnity which is granted by this Policy to You in connection with any Insured Vehicle We will indemnify any principal but only in respect of the negligence of You or any of Your employees.

Provided that:

- a. such person is not entitled to indemnity under any other policy
- b. Their driving is permitted by the terms of the Certificate of Motor Insurance
- c. such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

Subject otherwise to the terms exceptions and conditions of this Policy

Section: “6 (a) – Liability to Third Party Excepted Persons”

The title of sub section “6 (a) – Liability to Third Parties Excepted Persons” has been replaced. Furthermore, the wording under this new title has been updated. Please see the updated title and wording below:

Section 6 (a) – Liability to Third Parties Exclusions

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

- a. death or Bodily Injury to:
 - i. any person driving the Insured Vehicle or in charge of the Insured Vehicle for the purpose of driving.
 - ii. any Passenger being accommodated in or on the Insured Vehicle. (Except so far as is necessary to meet the requirements of the Road Traffic Acts) in respect of personal injury to any person which is sustained while that person is in or on any part of the Insured Vehicle
 - iii. to any person (including any passenger) while in or on any trailer covered by this Policy, whether coupled to the Insured Vehicle or otherwise
- b. death or Bodily Injury to any person or Damage to property caused or arising beyond the limits of any road carriageway or thoroughfare in connection with:
 - i. the bringing of the load to any Insured Vehicle for loading or
 - ii. the taking away of the load from any Insured Vehicle after unloading by any person other than the driver or attendant of the Insured Vehicle.
- c. Damage to property:
 - i. owned by or in the possession, custody or control of You
 - ii. in or on the Insured Vehicle or trailer.

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

- d. Any person claiming in respect of injury to any weighbridge or to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any vehicle described in the Schedule hereto.
References in the above Paragraphs (a) to (d) inclusive to any vehicle described in the Schedule hereto shall be deemed to include any vehicle connected by any means whatsoever to any such vehicle.
- e. In respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section
- f. In respect of loss of or damage to the Insured Vehicle or any vehicle being driven by You
- g. In respect of the death of or bodily injury to any person (employed by the person claiming to be indemnified under this Policy) arising out of and in the course of such person’s employment except so far as is necessary to meet the requirements of the Road Traffic Acts

- h. In respect of loss of or damage to any trailer or disabled mechanically propelled vehicle, covered by this Policy or to any property carried in or on such trailer, disabled mechanically propelled vehicle or the Insured Vehicle
 - i. Under Sub Section No.1 "Indemnity to You" and Sub Section No.2 "Indemnity to other persons" for more than the Third Party Property Damage Limit stated in the Schedule, in respect of damage to property arising out of any one accident or series of accidents arising out of one event
 - j. In respect of the death of or bodily injury to any person or damage to property directly or indirectly caused by or arising from:
 - i. seepage contamination or pollution of any kind by the Insured Vehicle or its load
 - ii. application of chemicals or chemical fertilisers to land or vegetation
 - iii. treatment commodities or services provided or supplied at or from the Insured Vehicle
 - k. while any Insured Vehicle or plant forming part of or attached to the vehicle is designed to operate or work as a tool of trade.
 - l. while any Insured Vehicle or any plant forming part of such vehicle or attached to the vehicle whilst being operated as a tool damage to property directly or indirectly caused by or arising from:
 - i. subsidence flooding or water pollution
 - ii. Damage to pipes or cables.
- and subject otherwise to the terms Conditions and limitations of this Policy

Section: "6 (b) – Loss or Damage"

The title of the above sub section has been changed to "Section 6 (b) – Loss or Damage to the Insured Vehicle". Furthermore, the wording under this sub section has been replaced under the new title. Please see the updated wording below:

1. We will indemnify You against loss of or damage (including damage by frost) to the Insured Vehicle and/or its Accessories subject to Loss or Damage to Insured Vehicle Exclusion (m) on page 36 and spare parts while thereon.

The Insurer's liability under this Section shall not however exceed the market value of the Insured Vehicle immediately before the loss of or damage to the Insured Vehicle or the Insured's estimate of the value of the Insured Vehicle (as last advised to the Insurer), whichever is the less.

2. Hire Purchase and Leasing Agreements

If to the knowledge of the Insurer the Insured Vehicle is the subject of a hire purchase or leasing agreement any payment for loss of or damage to the Insured Vehicle which is not made good by repair, reinstatement or replacement may at the discretion of the Insurer be made to the owner whose receipt shall be a full and final discharge of the Insurer's liability

3. Repairs to the Insured Vehicle

Reasonable and necessary repairs may be authorised by the Insured without previously obtaining the consent of the Insurer provided that:

- a. notification (in accordance with Condition No. 1 'Claims' on page 39) is given to the Insurer without delay and
- b. a detailed estimate of the cost of repairs is sent to the Insurer as soon as possible.

4. Recovery and Re-delivery

In connection with any claim covered by this Section, the Insurer will also pay the reasonable cost (up to a maximum cost of €200, inclusive of VAT) of removing the Insured Vehicle to the premises of the nearest competent repairer and re-delivering the Insured Vehicle from such premises after repair.

Section: “6 (b) – Loss or Damage Exclusions”

The title of the above sub section has been changed to “Section 6 (b) – Loss or Damage to the Insured Vehicle Exclusions”. Furthermore, the wording under this sub section has been replaced under the new title. Please see the updated wording below:

We shall not be liable to pay for:

- a. loss of use
- b. depreciation
- c. wear and tear
- d. mechanical, electrical, electronic or computer breakage failure or breakdown
- e. damage to tyres by application of brakes or by road punctures cuts or bursts
- f. loss or damage caused by explosion of the boiler of such vehicle
- g. loss or damage arising during (unless it be proved by You that the loss or damage was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion
- h. loss of, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- i. any reduction in the market value of the Insured Vehicle as a result of repairs to the Insured Vehicle
- j. the VAT (value added tax) on any repair or replacement to the Insured Vehicle, if the Insured is registered for VAT
- k. should any part or accessory of the Insured Vehicle become obsolete or unattainable from the makers, the most We will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory
- l. the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer’s European representatives
- m. any modification to the Insured Vehicle, unless they form part of the manufacturer’s standard specification or are optional extras that We have agreed to cover in writing
- n. any vehicle storage costs, unless explicitly agreed by Us in writing
- o. loss of or damage to the Insured Vehicle caused by deception by a purported purchaser or his/her agent where a contract of sale has or is purported to have been concluded
- p. loss of or damage to any property being carried in or on any trailer, disabled mechanically propelled vehicle or the Insured Vehicle
- q. any amount in respect of loss of or damage to an accessory (which is other than as provided for in the manufacturers specification) in excess of 10% of the current estimated value of the vehicle at the time of loss or €2,000 whichever is the less.
- r. loss or damage by theft or attempted theft while the keys are in or on the Insured Vehicle
- s. theft and/or unauthorised taking of the Insured Vehicle by any employee, member of Your family or household, unless You can provide Us with written confirmation that You have instructed the Gardai or local police (if abroad) to proceed with prosecution for such a theft
- t. loss or damage to the Insured Vehicle as a result of the use of substandard or contaminated fuel, lubricant or parts.
- u. more than €260 for windscreen breakage in respect of any one incident for accidental damage of the windscreen or in the windows if our approved repairer is not used unless we agree in advance of repairs and authorise payment.

Windows are deemed to include the front, back and side windows but exclude sunroofs, panoramic roofs, mirrors and lights. The Farm No Claim Discount will not be disallowed as a result of any claim for Glass Breakage.

The above limit and Insurer notification requirement do not apply if the vehicle is taken to and repaired by one of the Insurer’s Approved Windscreen Replacement Agents. You should contact the 24-Hour Emergency Helpline 0818 208 408.

In addition to the above the Insurer shall not be liable for:

- i. any scratching of the bodywork resulting solely and directly from such breakage
- ii. any part or accessory of the Insured Vehicle that may become obsolete or unattainable from the makers, the most the Insurer will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory
- iii. the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer’s European representatives
- iv. any modification to the Insured Vehicle, unless they form part of the manufacturer’s standard specification or are optional extras that the Insurer has agreed to cover in writing
- v. loss or damage caused by any deliberate act of the Insured

Section: “6 (b) – Loss or Damage Conditions”

The wording under sub section “6 (b) – Loss or Damage Conditions” has updated to also include the following:

2. Combine Harvester Battery Condition

It is a condition precedent to any liability of the Insurer for loss or damage when the Insured Vehicle (combine harvester) is not in use, that You must disconnect the combine vehicle battery when the vehicle is not in operation.

Section: “6 – General Agricultural Motor Extensions”

The wording under sub section “6 – General Agricultural Motor Extensions” has updated to include the following:

3. Trailers

The cover applicable to the Insured Vehicle applies to any trailer in your care custody or control declared to Us by identification mark as if it was an Insured Vehicle while attached to or detached from the Insured Vehicle and not attached to any other motor vehicle.

In addition Section 6 (a) Liability to Third Parties will apply to any trailer in Your care custody or control but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation.

We will not be liable for:

- a. any liability if a trailer is being towed otherwise than in accordance with the law
- b. damage to property being carried in or on a trailer

Section: “6 – General Agricultural Motor Exclusions”

The wording under sub section “6 – General Agricultural Motor Exclusions” has been replaced. Please see the updated wording below:

We shall not be liable:

1. In respect of
 - a. any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by You by special contract
 - b. any loss damage liability and/or injury arising out of any event occurring or claim arising while the insured Vehicle is being used or driven:
 - i. for the purpose of being driven by or in the charge of any person not authorized by the Certificate of Insurance
 - ii. for any purpose not permitted by the Certificate of Insurance
 - iii. is overloaded with passengers or goods
 - iv. to the knowledge of the Insured in an unsafe or unroadworthy condition
 - v. unless the person driving holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence
 - vi. If, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the Insured Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence
2. In respect of:
 - a. any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection or Military or usurped power
 - b. any accident injury loss or damage (except that which is covered under Section 1 ‘Liability to Third Parties’) arising during or in consequence of:
 - i. Earthquake
 - ii. riot or civil commotion
 - c. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
 - d. death or Bodily Injury to any person arising out of and in the course of such person’s employment by the person claiming to be indemnified under Section 6 (a) of this policy.

3. In respect of:
 - i. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
 - ii. any legal liability of whatever nature directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. For any accident injury damage loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that part of an aerodrome airport airfield or military base provided for:
 - a. the takeoff or landing of aircraft and for the movement of aircraft on the surface
 - b. aircraft parking aprons including associated service roads refuelling areas and ground equipment parking areas.
5. In respect of:
 - a. for any loss, damage, cost or expense of whatsoever nature (except that which is covered under Section 1 'Liability to Third Parties'), directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
 - b. for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.
6. for any loss or damage to any Insured Vehicle provided under Section 6 (b) 'Loss of or Damage to the Insured Vehicle', if You the Insured or any insured driver are subsequently convicted of, or during such time that there is a prosecution pending, for driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation.

In addition, if following a road traffic accident You or any insured driver are convicted of driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation the Insurer will be entitled to recover all monies paid in respect of any loss or claim arising from the road traffic accident from You, the Insured.

Section: "6 – Agricultural Tractor/Motor Special Types Endorsements"

The wording under sub section "6 – Agricultural Tractor/Motor Special Types Endorsements" has been removed.

Section: "6 – Agricultural Motor Conditions"

Certain wordings under sub section "6 – Agricultural Motor Conditions" have been amended as follows:

1. Claims

- a. In the event of any accident injury loss or damage likely to give rise to a claim under this Section You must:
 - i. Immediately notify Us and provide all information and assistance that We may require
 - ii. send Us any letter, claim writ summons or legal process as soon as it is received
 - iii. notify Us in writing as soon as You become aware of any impending prosecution or coroners inquest involving any person entitled to be indemnified under this Section of the Policy
- b. Further:
 - i. The Insured Person (or the Insured Person's agent) shall not make any admission of liability or offer or promise of payment but shall permit Us to have the sole conduct of all negotiations or legal proceedings.
 - ii. Subject to General Condition 19 of this Policy, We shall be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim. The Insured Person shall give Us all reasonable assistance in connection therewith, to include the Insured Person cooperating with Us in the investigation of insured events (including by responding to reasonable requests for information in an honest and reasonably careful manner) and shall act in all cases in Our best interests

- iii. While We have the right to make the final determination in relation to coverage or handling of the whole or part of any claim, We will engage with the Insured Person during Our investigation of the claim and give the Insured Person the opportunity to submit to Us, any relevant evidence which could inform Our determination as regards the claim. However, We shall have full power to settle any claim or part thereof and in the event of any dispute between Us and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person notwithstanding that such settlement may be made without admission of liability
- c. In the event of any one claim or series of claims arising out of any one event in respect of damage to property, We may at any time pay to You the amount of the indemnity provided by this policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and from the date such payment is made, We shall relinquish control of the negotiations and legal proceedings in connection with such claim or claims. From the date of such payment We shall have no further liability in connection with such claim or claims other than the costs and expenses incurred with Your written consent prior to the date of such payment.

3. Care of Vehicle

You shall take all reasonable steps to safeguard the Insured Vehicle against loss damage, breakdown and prevent injuries. You should ensure that the keys are not left in or on the Insured Vehicle while unattended or leave the Insured Vehicle unlocked.

Maintain the Insured Vehicle in an efficient and roadworthy condition. The Insured must ensure that the Insured Vehicle has a valid NCT or CRW certificate and fit tyres appropriate to the Insured Vehicle, and ensure tread depths comply with the legal limit.

You shall also allow the Our authorised representative to inspect Your Vehicle at any time.

If condition 3. "Care of Vehicle" is not complied with, the Insurer reserve the right not to pay a claim or if, by law, the Insurer is obliged to meet a claim, then we reserve the right to seek recovery of the payment from the Insured.

5. Laws relating to Compulsory Motor Insurance

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which You are covered by this Policy, We are required by law to pay a claim which We would not otherwise be obliged to pay under the terms of this Policy, We shall pay such claim but shall be entitled to recover from You or the Insured Person (as the case may be) all sums paid by Us.

Section "6 – Agricultural Motor Conditions"

The wording under sub section "6 – Agricultural Motor Conditions" has been amended to include a new condition as follows:

4. Fraudulent claims

If a claim contains information that is false or misleading in any material respect and You or the Insured Person (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim") We shall be entitled to:

- a. refuse to pay the claim; and
- b. terminate the policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination We shall refuse all liability to You and/or the Insured Person (as the case may be) under the policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and We need not return any of the premiums paid under the Policy.

Section: "6 – Agricultural Tractor/Motor Special Types Conditions"

The condition "5. Duty to comply with Policy Conditions" has been removed from the above sub section and replaced by condition 8 under the section "General Conditions".

Section: "6 – Agricultural Tractor/Motor Special Types Conditions"

The condition "6. Definition of a Public Place" has been removed.

Section: “7 – Farm Personal Accident”

The wording under sub section “7 – Farm Personal Accident – The Cover” has been updated as follows:

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

Section: “7 – Farm Personal Accident Exclusions”

Certain wordings under sub section “7 – Farm Personal Accident Exclusions – What We will not pay” have been updated. Please see the updates below:

1.b) the Insured Person motor-cycling (whether as a driver or passenger), hunting, horse racing, horse breaking, mountaineering, rock climbing, racing (other than on foot), playing hurling, Gaelic games and football (of any kind), ice-hockey or polo, skiing, tobogganing, parachuting, bungee-jumping, hang-gliding, waterskiing, skin-diving, sky diving, pot-holing, playing any sport professionally, or using power-driven woodworking machinery except portable tools applied by hand and used for private use only

1.f) the Insured Person engaging in any form of aerial flight or attempted flight other than as a passenger in a fully licensed passenger carrying aircraft and not for the purpose of undertaking any trade, technical, or sporting activity in or on such aircraft

2. Cover for medical or surgical treatment is only payable where valid claim under Cover Benefit E or F has also been admitted by us

Section: “8 – Farm Home Insurance”

Certain wordings under section “8 – Farm Home Insurance – Meaning of Words” have been updated as follows:

2. Buildings

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

3. Contents

Household goods, personal belongings (including Valuable Property), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650), home office equipment (that is personal office equipment and furniture, up to €4,000) all on or in the Home, all belonging to or the legal responsibility of You or a member of Your Household.

The following property is not included as Contents:

- a. motor vehicles, caravans, trailers, aircraft, all forms of drones, watercraft, hovercraft, or parts or accessories normally on or in any of them
- b. Landlord’s fixtures and fittings
- c. any living creature
- d. property owned or held in trust in connection with any business, profession or trade
- e. Money of any kind
- f. deeds (except as provided under paragraph 21.), bonds, bills of exchange, securities, documents, manuscripts
- g. property more specifically insured or any amount that You cannot recover from a more specific insurance because We refuse or reduce the claim, or the Sum Insured is inadequate on a specified item.

11. Premises

The Buildings and the land within the boundaries belonging to them not exceeding two acres in area used for domestic purposes only

16. Valuable Property

Jewellery, items of gold, silver or other precious metals, crystal, china, delph, porcelain, photographic equipment, sports equipment, pedal cycles, binoculars, watches, sports equipment, paintings, works of art, curios, antiques, furs, musical instruments, televisions, or any other electronic devices or equipment The most We will pay is one third of the Sum Insured by Section 8 (b) – Contents, but not more than €4,000 for any one article, set or collection

Section: “8 (a) – Buildings”

Certain wordings under sub section “8 (a) – Buildings – The Cover – What is insured” have been updated as follows:

19. Trace and Access.

We will pay up to €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which water or oil has escaped and has resulted in damage

Section: “8 (a) – Buildings”

Certain wordings under sub section “8 (a) – Buildings – The Cover – What is not insured” have been updated as follows:

3. Subsidence or Ground Heave of the site on which the Buildings stand or landslip.

Loss or damage

- caused by Settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations, faulty workmanship or the use of faulty materials
- caused by building on made-up ground or filled-in land,
- to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts unless liability is admitted under the Policy for loss or damage to the Home from the same cause occurring at the same time
- to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause
- associated with such causes arising prior to payment of premiums for the Period of Insurance in which a claim may arise. Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground Heave or landslip unless same has been disclosed to and accepted by Us.
- The first €2,500 of each incident of loss or damage.

7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.

Loss or damage:

- caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- to any fixed domestic water installation, heating installation or appliance from which the water escapes
- 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.
- due to wear and tear, rust, or gradual deterioration

The first €500 of each incident of loss or damage

8. Escape of oil from any fixed domestic heating installation.

Loss or damage:

- caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- to any fixed domestic heating installation from which the oil escapes due to wear and tear, rust, or gradual deterioration.
- due to wear and tear, rust, or gradual deterioration.

The first €500 of each incident of loss or damage

Section: “8 (a) Buildings – Settling claims”

The wording under sub section “8 (a) Buildings – Settling claims” has been updated to include new paragraphs as follows:

Retention Amount

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible.

Where We opt to pay the costs of repair or reinstatement as above, We may:

- a. release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- b. pay the balance (otherwise known as the “retained amount”) to You on completion of the work and on receipt of appropriate documentation validating the costs incurred by You for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- i. 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- ii. 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

Underinsurance

The purchase of your home represents probably the largest financial investment you will make in your lifetime. To safeguard your financial interest in your property you must insure the full reinstatement value of your buildings and contents. Failure to do so may result in your claim settlement being reduced. Please see the ‘Settlement of claims’ section under Section 8 A, B and C of this Policy. Each year prior to renewal of your annual Policy you should review the amount for which you have insured your buildings and contents and inform us, prior to renewal, of any changes. For example, if home improvements have been carried out, such as the building of an extension or the conversion of the attic, or if you have purchased additional contents, the sums insured should be increased to reflect this.

Our liability for repair or reinstatement following insured loss or damage shall not exceed the sum insured on Buildings at the time of loss or damage

To safeguard Your financial interest in Your property You must insure the full reinstatement value of your Buildings which should include due allowance for debris removal costs, architects, surveyors, consulting engineers and other fees necessarily incurred in the reinstatement of the property. Failure to do so will result in your claim settlement being reduced.

The Buildings sum insured as stated in the Policy Schedule is subject to the following condition of average:

If the sum insured on Buildings at the time of the insured loss or damage is less than the cost of rebuilding as new all the Buildings (including fees as above) covered by this Policy and such difference is greater than 15% of the rebuilding cost as new, We will pay that proportion of the loss or damage which the sum insured bears to the cost of rebuilding as new all the Buildings covered by this Policy

Wear and Tear

We will deduct an amount for wear and tear if the Buildings are in a poor state of repair or decoration.

- If it is necessary to make a deduction for wear and tear, then for the purposes of determining whether or not there is underinsurance, the cost of rebuilding as new all the Buildings covered by this Policy less the deduction for wear and tear will be compared with your actual sum insured.
- We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out (at your request, which must be explained and reasonable) We will pay the reduction in market value resulting from the loss or damage, but only up to what it would have cost to rebuild or repair if such work had been carried out without delay

The most We will pay under paragraphs 1 to 14, 18 and “Additional Costs” below is the sum insured by this Section.

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

Section: “8 (a) Buildings – Settling claims”

The wording under sub section “8 (a) Buildings – Settling claims” has been updated as follows:

Additional costs

We will pay the necessary and reasonable expenses that You incur with our consent in reinstating the Buildings following loss or damage insured under this Section, namely:

- fees to architects, surveyors, consulting engineers and others agreed by Us
- 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 requirements before the loss or damage occurred. Where You were not notified of any government or local authority requirements prior to the loss or damage occurring and such requirements increase the rebuilding as new costs, this increased cost will be disregarded for the purposes of determining whether or not the Buildings are underinsured.

We will not pay:

- fees Incurred by You for preparing a claim under this Section
- costs in respect of undamaged parts of the Buildings (except the foundations of the damaged parts).

Section: “8 (a) – Buildings – Settling claims”

The wording under sub section “8 (a) – Buildings – Settling claims – Index Linking” has been updated as follows:

Index-linking

We may adjust the Sum Insured (but not any monetary limits) in line with changes in the House Construction Cost Index issued by the relevant government department.

If We do adjust the Sum Insured, the adjustment will:

- be subject to a minimum increase of 1% in the House Construction Cost Index during the Period of Insurance
- continue after any insured loss or damage if required repairs or reinstatement are carried out without delay.

We will not charge extra premium during the Period of Insurance but at the end of the period We will calculate the renewal premium on the revised Sum Insured

Section: “8 (b) – Contents”

Certain wordings under sub section “8 (b) – Contents – The Cover – What is insured” have been updated as follows:

22. Fatal Accidents.

Fatal injury to You and/or Your spouse or partner as a direct result of:

- fire, accident or assault, in the Premises
- an accident while travelling within the Territorial Limits as a fare-paying passenger in any road or rail vehicle
- assault in the street within the Territorial Limits, provided death follows within 12 months of the injury.

The maximum amount payable by Us is €3,250 in respect of any one incident.

25. Tenant's Liability.

Your legal liability as tenant for loss or damage to the Buildings caused by an event in paragraphs 1 to 14 and 17 of Section 8 (a) Buildings.

The most We will pay is 10% of the sum insured by this Section

32. Visitors' personal effects.

The most We will pay in respect of loss or damage to all visitors' personal effects, arising out of one event, is €800

33. Domestic Employees.

Loss or damage by a cause insured under the events in paragraphs 1 to 11 of this Section to clothing and personal effects belonging to domestic employees while such property is in the Premises or while with You or Your Family in any other domestic residence. The most we will pay is €1,500

Section: "8 (b) – Contents"

Certain wordings under sub section "8 (b) – Contents – The Cover – What is not insured" have been amended as follows:

3. Subsidence or Ground Heave of the site on which the Buildings stand or landslip.

Loss or damage:

- caused by Settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations, faulty workmanship or the use of faulty materials
- caused by building on made-up ground or filled-in land
- unless the Home is damaged at the same time by the same cause
- to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause
- associated with such causes arising prior to payment of premiums for the Period of Insurance in which a claim may arise.

Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground Heave or landslip unless same has been disclosed to and accepted by Us.

13. Audio, TV and video equipment.

Damage:

- while any part of the Home is lent, let or sub-let
- caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, mechanical or electrical breakdown or software malfunction
- to records, audio, video or computer discs, tapes or cassettes
- to telephones or telephone equipment
- caused by computer viruses.

The first €250 of each incident of loss or damage

15. Credit cards.

Financial loss arising from unauthorized use by a member of Your Household.

Financial loss arising from unauthorized use following theft of Credit Cards 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.

Any liability You incur following breach of the terms and conditions of use of the Credit Card.

Confiscation or detention by customs or other officials

18. Contents temporarily removed.

Loss or damage caused by storm, Flood or falling trees or branches while the Contents are in transit or in the open.

Contents in accommodation housing one or more full time students.

Theft of Contents without using violence or force, whether in entering or exiting a building or otherwise.

Property removed for sale or exhibition or to a furniture depository.

Stealing of Money.

Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this Section.

The first €250 of each incident of loss or damage.

25. Tenant's Liability

Any loss or damage or amount shown as not insured under paragraphs 1 to 14 and 17 of Section 8 (a) Buildings

27. Liability to the public.

Liability arising directly or indirectly from the ownership or use of:

- aircraft and all forms of drones
- mechanically propelled vehicles including e-bikes and e-scooters (except domestic garden implements used within the boundary of the Premises, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except shotguns or airguns used for sporting activities)
- animals (except horses and pets which are normally domesticated in the Republic of Ireland).

32. Visitors' personal effects

Loss or damage

- while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force
- caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- caused by a member of Your Household other than domestic staff
- Personal effects more specifically insured under another insurance Policy
- while any part of the home is lent, let or sub-let

Section: "8 (b) – Contents – Settling Claims"

The wording under Section "8 (b) – Contents – Settling Claims" has been replaced. Please see the updated wording below:

Underinsurance

Our liability for repair or replacement as new of Contents following insured loss or damage shall not exceed the sum insured on Contents at the time of loss or damage

To safeguard Your financial interest in Your property You must insure the full replacement value as new of your Contents. Failure to do so will result in your claim settlement being reduced.

The Contents sum insured as stated in the Policy Schedule is subject to the following condition of average:

If the sum insured on Contents at the time of the insured loss or damage is less than the cost of replacing as new all the Contents covered by this Policy and such difference is greater than 15% of the replacement cost as new, We will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacing as new all the Contents covered by this Policy

Wear and Tear

We will deduct an amount for wear and tear:

- for clothing, footwear, furs and linen
- for floor coverings more than 12 months old where a claim arises under paragraph 31, Extended accidental damage.

If it is necessary to make a deduction for wear and tear, for the purposes of determining whether or not there is underinsurance, the cost of replacement as new of all the Contents covered by this Policy less the deduction for wear and tear will be compared with Your actual sum insured.

- We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.
- The most We will pay under paragraphs 1 to 13, 16, 19, 20 and 31 is the Sum Insured by this Section subject to the condition of average but see the limitations on page 44, Section 8. Meaning of words, with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and Valuable Property.

- Where the damaged or lost item can be repaired or replaced with an item of similar quality, We may at our option either arrange or authorize replacement. If an exact replacement is not available, We may either arrange or authorize replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item We may make a deduction in respect of Betterment.
- If You do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economic repair, We will pay the resale market value only.

Additional costs

We will not pay:

- fees incurred by You for preparing a claim under this Section

Section: “8 (b) – Settling Claims”

The wording under Section “8 (b) – Contents – Settling claims – Index Linking” has been updated as follows:

Index-linking

We may adjust the Sum Insured (but not any monetary limits) in line with changes in the Household Durable Goods section of the Consumer Price Index as issued by the Central Statistics Office.

If We do adjust the Sum Insured, the adjustment will:

- be subject to a minimum increase of 1% in the Household Durable Goods section of the Consumer Price Index during the Period of Insurance
- continue after any insured loss or damage if required repairs or reinstatement are carried out without delay.

We will not charge extra premium during the Period of Insurance but at the end of the period We will calculate the renewal premium on the revised Sum Insured.

Section: “8 (c) – All Risks”

Certain wordings under sub section “8 (c) – All Risks – The Cover – What is not insured” have been updated as follows:

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, chewing, scratching, tearing or fouling by domestic pets belonging to You or a member of Your Household, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.

Losses of individual charms unless soldered to the bracelet.

Breakage of strings, reeds or drum heads on musical instruments.

Musical instruments and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.

Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.

Stealing of property from an unattended road vehicle unless from a locked boot or locked glove compartment.

Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim.

Item 1 – Unspecified Personal Possessions

Any article insurable under Sections:

8 (d) Sports Equipment or 8 (e) Pedal Cycles.

Laptops/Tablets

Mobile/Smart Phones

Medical equipment including hearing aids, contact lenses, dentures

Camping equipment, guns or tools of any kind.

Money of any kind

Stealing of property from an unattended road vehicle unless from a locked boot.

The first €50 of each incident of loss or damage.

NOTE: Under this special automatic cover, mobile phones are excluded.

Item 2 – Specified Personal Possessions

In respect of Mobile/Smart Phones:

- Loss or damage caused by stealing where the mobile/smart phone is on or about the person unless it is appropriately concealed
- Loss of the mobile/smart phone where it has been left unattended or it has not been appropriately concealed on or about the person.

The first €50 of each incident of loss or damage.

Section: “8 (c) – All Risks”

The wording under sub section “8 (c) Settling claims” has been replaced. Please see the updated wording below:

Settling claims

We will pay, at our option and subject always to the limits specified in the Unspecified Personal Possessions Cover or the Specified – Personal Possessions Cover (as applicable), the full cost of repair, or reinstatement as new, of the article lost or damaged or, at our option, we will replace the article or arrange for its repair. However, this will be subject to the following deductions where so required:

- Underinsurance (in relation to Item 2 – Specified Personal Possessions only)
 - Our liability for repair or reinstatement following insured loss or damage to an article shall not exceed the relevant sum insured at the time of loss or damage.
 - To safeguard your financial interest in your property you must insure the full reinstatement value of each article. Failure to do so will result in your claim settlement being reduced.
 - The sum insured for an article under Item 2 – Specified Personal Possessions in this All Risks Section is subject to the following condition of average:

If the relevant sum insured for an article at the time of the insured loss or damage is less than the cost of replacement as new and such difference is greater than 15% of the replacement cost as new, we will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacement as new of the article.
- Wear and Tear (in relation to Item 1 – Unspecified Personal Possessions/Special Automatic Cover and Item 2 – Specified Personal Possessions, We will deduct an amount for wear and tear for clothing and furs
- If it is necessary to make a deduction for wear and tear as above, then for the purposes of determining whether or not there is underinsurance for the relevant article (for Item 2 – Specified Personal Possessions purposes), the cost of reinstating as new that article, less the deduction for wear and tear, will be compared with your actual sum insured.
- We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.
- If You do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, We will pay the resale market value only.

Section: “8 (e) – Pedal Cycles’

Certain wordings under section “8 (e) – Pedal Cycles – The Cover – What is not insured” have been updated to include:

Loss or damage caused by stealing from a private dwelling, shed, garage or outbuilding unless entry to or exit from such building is made using violence and force.

Section: “8 (h) – Home Emergency Assist”

The wording under the above section has been newly added to the Farm Protection Insurance Policy Document; please review this section of the policy document should your Farm Home Insurance be insured with us.

Section: “General Exclusions”

The wording under sub section “1. Communicable Disease” has been replaced. Please see the updated wording below:

1. Communicable Disease

This Policy does not cover liability resulting directly or indirectly from the transmission of any communicable disease or virus by You or Your Livestock.

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a. a communicable disease; or
- b. the fear or threat (whether actual or perceived) of a communicable disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, ‘communicable disease’ means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property

Section: “General Exclusions”

The wording under sub section “6. Cyber Risk Clarification” has been replaced. Please see the updated wording below:

6. Cyber Risk Clarification

The following clarification applies to all Sections of the Policy.

This Policy does not apply to liability, loss, damage, Business Interruption, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a. the loss or alteration of or damage to

or

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

Section: “General Conditions”

The above section has been updated to include new sub sections as follows:

3. Alteration Of Risk

You must tell Us immediately of any changes to the following provided by You to Us prior to the commencement or renewal of this policy:

- a. the information provided in any Submission or otherwise in response to specific questions asked by Us;
- b. the information provided and recorded in any Statement of Fact issued to You;
- c. any additional information voluntarily provided.

When You notify Us about a change as above, or if We otherwise becomes aware of any such change, as referenced above, We may reassess the premium chargeable and policy cover more generally.

We may refuse a claim made by You where there has been a change in the subject matter of the policy which results in a new risk which we did not agree to cover and which was beyond Our and Your reasonable contemplation when the policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

4. Arbitration

All differences arising out of this contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

5. Burning of Waste

- a. Fire will never be left unattended.
- b. All fires will be extinguished at least 60 minutes before You leave the area, and an inspection must be made by You immediately before leaving.
- c. You must take reasonable precautions to prevent smoke or dust escaping in any way that might cause nuisance or danger to passers-by or Third Party property.
- d. You must check waste materials will be checked to make sure they don't contain explosive substances or pressurised containers.
- e. You must have adequate equipment will be kept at hand at all times for controlling or extinguishing the fire.
- f. With Stubble Burning, You must create fire breaks of 3 metres or more before burning starts. It must be away from surrounding walls, gates, fences or other boundaries.
- g. Burning must not commence when wind conditions could cause accelerated fire spread or excessive smoke drift.

8. Duty to Comply with Policy Conditions

You must comply with the terms, limitations, exclusions, conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by You, to include You cooperating with Us in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this Policy, Your compliance with the terms, limitations, exclusions, conditions and Endorsements of this Policy shall be a condition precedent to any liability on Our behalf to make any payment under the Policy.

Breach of any period specified in a term or condition of this Policy for notification to Us of a claim, or circumstance that may give rise to a claim, or any other matter referenced in the Claims Conditions Section of this Policy, will entitle Us to refuse payment of a claim where We have been prejudiced by the breach in question

10. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- a. You breach any such term; and
- b. during the period of breach You suffer a relevant loss; and
- c. such breach increased, in the circumstances concerned, the risk of the loss suffered by You,

We will have no liability for the loss.

Section: “General Conditions”

The wording under sub section “4. Instalment Premium Clause” has been replaced. Please see the updated policy wording below:

11. Instalment Premium Clause

Where we have agreed to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

Section: “General Conditions”

The wording under sub section “7. Misrepresentation” has been replaced. Please see the updated wording below:

14. (1) Pre-Contractual Representations

You acknowledge and accept the following:

- a. You have a legal duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions We ask in relation to the risk(s) to be insured.
- b. a matter about which We ask a specific question is material to the risk undertaken by Us or the calculation of the premium by Us, or both.
- c. You have a legal duty to answer all questions asked by Us honestly and with reasonable care.
- d. while We acknowledge that You have no legal duty of voluntary disclosure, You shall ensure that information which is voluntarily provided by You or on your behalf is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

- a. The term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You or on Your behalf involves a negligent misrepresentation, the remedy available to Us shall reflect what We would have done had We been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - i. if We would not have entered into the Policy on any terms, We may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - ii. if We would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if We so require;
 - iii. if We would have entered into the Policy, but would have charged a higher premium, We may reduce proportionately the amount to be paid on the relevant claim.
- b. Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, We may either:
 - i. give You notice that in the event of a claim We will exercise the remedies in paragraphs (a)i.-iii. above as appropriate; and/or
 - ii. terminate the Policy by giving reasonable notice.
- c. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You involves a fraudulent misrepresentation, or where your conduct (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, We shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

Section: “General Conditions”

The wording under sub section “9. Precautions taken by You” has been replaced. Please see the updated wording below:

16. Precautions taken by You

You will take all reasonable steps to protect people and property, maintain Your property, prevent accidents and comply with laws and/or regulations and take reasonable care in the selection and supervision of Employees; this includes Employees or members of the public Working at height, You shall ensure that work is not carried out at height where it is reasonably practicable to carry out the work safely by other means this includes taking all reasonable practicable steps and precautions to carry out work safely without risk to health. Where Work at height is necessary safe systems of work should be established and proper planning and organisation take place in accordance with the Safety Health and Welfare at Work (Work at Height) Regulation(s)

Section: “General Conditions”

The wording under sub section “10. Stamp Duty” has been replaced. Please see the updated wording below:

18. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

Section: “General Conditions”

The wording under sub section “11. Subrogation” has been replaced. Please see the updated wording below:

19. Subrogation

For the purposes of this clause only, the expression “Insured Person” shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

Save as provided below, We shall be entitled to take the benefit of any rights of the Insured Person against any other party before or after the Insured Person has received indemnification under this Policy and the Insured Person shall give all assistance as may be reasonably required by the Us.

This clause applies where the Insurer has the right to be subrogated to the Insured Person’s rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because

- a. the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) or
- b. the Insured Person expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this Policy.

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, We do not have the right to be subrogated to the Insured Person’s rights against that other person.

Where the other person is so insured, We may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, We will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

Section: “General Conditions”

The wording under sub section “12. Survey Requirement” has been replaced. Please see the updated wording below:

20. Survey Requirements

You must implement any requirements made following a survey of the Premises within the time specified by Us or Our representative. It is a condition precedent that You must comply with all survey risk requirements required within the time frame specified by Us.

Section: “General Conditions”

The wording under sub section “13. Warranties” has been removed.

Section: "Claims Conditions"

The wording under sub section "2. Non-Liability Claims – Action by You" paragraphs "(b)" and "(d)" have been removed.

Section: "Claims Conditions"

The wording under sub section "4. Fraudulent Claims" has been replaced. Please see the updated wording below:

4. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and You either know that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (Fraudulent Claim) We shall be entitled to:

- a. refuse to pay the claim; and
- b. terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination We shall refuse all liability to You under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and We need not return any of the premiums paid under the Policy.

Section: “Customer Information”

The “Customer Information” subsection (a) has been updated to include the following:

a. Legal Expenses

Legal Expenses insurance is provided as standard and underwritten by the Underwriter for this Section as shown in Your Policy Schedule. This section has separate terms and conditions and please refer to Your Legal Expenses Policy document and Schedule for complete details.

The “Customer Information” subsection (b) has been updated to include the following:

b. Farm Safety

Farms can be dangerous workplaces and therefore Farm Safety has never been more important. To help we've listed some of the key Farm safety priority areas and simple tips to ensure You and Your family can be safe while on the farm. To see these please visit our website <https://www.zurich.ie/farm-insurance/>

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