

Irish Farmers' Association Countryside Policy



Personal Accident & Personal Legal Liability

WHEREAS each Insured Person has applied to FBD INSURANCE plc (hereinafter called "the Company") for insurance herein contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured Person having paid to the Company the appropriate premium

THE COMPANY AGREES to insure in the manner and to the extent hereinafter provided in the respective sections specified in the current Schedule (which with the sections and every Appendix thereto shall be deemed to be incorporated in and form part of this Policy)

Subject to the terms, exceptions and conditions (General and Special) contained herein or endorsed hereon or from time to time issued by the Company to be annexed hereto, compliance with which by the Insured Person and/or any person claiming indemnity or Benefit under this Policy shall be a condition precedent to the liability of the Company to make any payment.

SIGNED on behalf of FBD Insurance plc

Kate Tobin
Chief Underwriting Officer

Finance Act 1990

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Provisions of Section 113 of the Finance Act 1990.

Insurance Act 1936

All monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland.

Your Schedule

Policy Number

00008893/04/03

Insured Person(s)

The Insured Person is any Member of I.F.A Countryside (hereinafter called the "I.F.A.") whose name has been registered by the I.F.A. with the Company.

Period of Insurance

FROM: The time the Insured Person's name is registered with the Company
TO: Twelve months thereafter

Premium

Dependent on the number of Insured Persons registered with the Company.

Sections Applicable

Sections 1, 2 and 3.

Section 1 – Personal Accident

The Company agrees that if the Insured Person shall sustain bodily injury solely and directly caused by accidental, visible, violent and external means, it will pay to the Insured Person (or his/her Legal Personal Representative in the event of death) the sum or sums of money as set out in the Schedule of Benefits hereunder:

Schedule of Benefits

	Item	Injury	
Occurring within twelve calendar months of the happening of bodily injury as aforesaid	(1)	Death	€30,000
	(2)	Total loss by physical severance at or above the wrist of one or both hands.	€15,000
	(3)	Total loss by physical severance at or above the ankle of one or both feet.	€15,000
	(4)	Total and irrecoverable loss of all sight in one or both eyes.	€15,000
	(5)	Permanent total disablement from pursuance of gainful employment of any or every kind.	€25,000
	(6)	In the event of hospitalisation	(a) €600 per week (excluding the first 3 [three] days of hospitalisation) for up to 52 weeks provided no benefits are payable under Items (1) to (5) (b) €600 per week (excluding the first 3 [three] days of hospitalisation) for up to 4 weeks where Benefits are payable under Items (1) to (5)

Provisos

- No Benefit shall be payable under Item 6:
 - Until the total amount has been ascertained and agreed;
 - Unless the bodily injury requires treatment by a duly registered medical practitioner, nor in respect of any period of hospitalisation which is not certified by such a medical practitioner;
 - In respect of any one accident for more than 52 weeks after the first 3 days of commencement of the hospitalisation as certified by a fully qualified medical practitioner;
 - Where the Insured Person has at the time of sustaining Bodily Injury attained the age of 75 years or has not attained the age of 18 years.
- Benefits shall not be payable under more than one item in respect of the same bodily injury. Any sums payable under Item (6) (with the exception of Benefits equivalent to 4 weeks' hospitalisation) shall be deducted from any sums subsequently payable under Items (1) to (5) in respect of the same bodily injury, the Company being liable only for the balance.
- The total sum payable under this Policy in respect of any one or more accidents occurring during the Period of Insurance shall not exceed in all the largest sum insured under any one of the Items (1) to (5).

Section 1 – Personal Accident

Special Conditions and Exceptions

1. The Company shall not be liable under this Policy in respect of Bodily Injury directly or indirectly caused by, arising or resulting from, or attributable to:
 - (a) The Insured Person engaging in and/or carrying out the duties of any business or occupation.
 - (b) The Insured Person taking part in Military Airforce or Naval Service Operations or whilst at sea as an officer or member of the crew of a Merchant Vessel.
 - (c) Intentional self-injury, suicide or attempted suicide (whether felonious or not), provoked assault, fighting, or deliberate exposure to danger (except in an attempt to save human life) or natural causes.
 - (d) Any accident happening when the Insured Person is in a state of insanity or is under the influence of intoxicating liquor or drug(s), or has attained his/her 75th birthday.
 - (e) Any accident happening while the Insured Person is taking part in aeronautics and/or aviation of any description or resulting from being in or upon or entering or descending from any aircraft (other than as a bona fide passenger in a standard type aircraft operated by a recognised Airline or in a fully licensed standard type multi-engined aircraft operated by a recognised Air Charter Company) or while participating in any speed or duration tests or races of any kind. The expression "aircraft" shall include any vessel, craft or thing made or intended to float in or travel through the air.
 - (f) Medical or Surgical Treatment except where such treatment is rendered necessary by bodily injury for which benefit is payable under this Policy.
 - (g) Childbirth or Pregnancy.
 - (h) The Insured Person engaging in motor cycling (whether as driver or passenger), winter sports, water skiing, ski jumping, skin diving, wind surfing, racing of any kind, mountaineering, rock climbing or using a circular saw.
 - (i) Poisoning of any kind resulting from inhalation and/or ingestion.
 - (j) Falls from horses whilst engaged in racing.
2. Immediate written notice of any accident shall be sent to the Head Office or any branch office of the Company. The Insured Person shall as soon as possible after the occurrence of the event likely to give rise to a claim under this Policy consult a registered Medical Practitioner. In the event of death, immediate notice shall be sent to the Company.

In no case will the Company be liable unless the person appointed by the Company shall be allowed to make any medical or surgical examination of the Insured Person on the occasion of any alleged injury within the meaning of this insurance, and so often as the same may be required on behalf of the Company and in the event of death, to make any post-mortem examination of the deceased as the Company is advised is necessary, for the purpose of ascertaining the alleged injuries, disablement or illness or the true cause of death, and no surgical examination of the body shall be made at the instance of the representative of the deceased without due notice having been first given to the Company, so as to enable the Company to have its Medical Officer present at the same time.

3. The Insured Person or his/her personal representatives shall at his/her or their expense furnish to the Company such Certificates, information and evidence as the Company may reasonably require in the form and of the nature prescribed by the Company. No claim under this insurance shall be payable unless the Insured Person or his/her personal representatives have complied with the terms of this Condition.
4. In the event of the Company having paid the Principal Sum named herein following a presumption of the accidental death of a person later found to be living, such Principal Sum shall be refunded to the Company by the person or persons to whom it was paid.

Geographical Limits

The Republic of Ireland and for the purposes of travel worldwide for a period of up to 60 days during the period of insurance.

Section 2 – Personal Legal Liability

The Company will indemnify the Insured Person against any legal liability caused by the fault of the Insured Person in a private capacity for:

- (i) accidental bodily injury to any person;
- (ii) accidental damage to property not belonging to or in the charge of or under the control of:
 - (a) the Insured Person;
 - (b) any member of the Insured Person's family or household;
 - (c) any person under a contract of service or apprenticeship with the Insured Person;

happening during the period of insurance in the Republic of Ireland and for the purposes of travel worldwide for a period not exceeding 60 days within the period of insurance.

PROVIDED THAT the liability of the Company for damages to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the sum of €2,600,000 inclusive of costs as defined under (a) & (b) below.

- (a) Costs and expenses recoverable from the Insured Person by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay the full amount of the claim or the total recoverable in respect of any one occurrence as hereinbefore provided.
- (b) Costs and expenses incurred by the Insured Person with the consent of the Company.

In the event of the death of the Insured Person the Company will in respect of the liability incurred by the Insured Person indemnify the Insured Person's legal personal representatives in the terms of and subject to the limitations of this section provided that such personal representatives shall as though they were the Insured Person observe, fulfil and be subject to the terms, exceptions and conditions of the Policy so far as they can apply.

Claims are excluded in respect of –

Liability in respect of injury or disease to:

- (i) Any person under a contract of service or apprenticeship with the Insured Person.
- (ii) Any person who is a member of the Insured Person's family or household but this exclusion shall not apply where injury to persons or damage to property arises away from the Insured Person's private residence.
- (iii) Liability directly or indirectly caused or arising from:

The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability;

Provided that:

- (a) In respect of liability for loss of or damage to material property, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing;
- (b) In respect of liability for injury, only that part of any such injury which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing.
- (iv) Any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.
- (v) Injury or damage arising out of or incidental to the Insured Person's profession or business including Farming or the use of lifts or mechanically propelled vehicles or any water or airborne vessel or craft. However this exclusion shall not apply to pedestrian controlled gardening implements or Ride-on Lawn Mowers used in non-Road Traffic Act circumstances.
- (vi) Liability arising out of any contract of indemnity which imposes upon the Insured Person, liability which the Insured Person would not otherwise have been under.

Definition

For the purpose of this Policy Members of the Insured Person's family are deemed to be: Spouse, father, mother, children, brother, sister, grandparent and grandchildren of the Insured Person.

Section 2 – Personal Legal Liability

Additional Clauses Applicable

1. Indemnity to the Farmer/Landowner

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the insurance provided by this Policy extends to provide cover:

If any claim shall be made against the Farmer/Landowner who has provided access to his/her lands to the Insured Person for game hunting or vermin control purposes, for injury to persons or damage to material property arising from the negligence of the Insured Person and/or the Farmer/Landowner and the claim is one in respect of which if it were made against the Insured Person direct he would be entitled to indemnity under this Policy, then and in such case the Company will within the terms, conditions and exceptions of the Policy indemnify the Farmer/Landowner.

Provided that:

- (a) The Company shall have sole conduct and control of the claim;
- (b) The Farmer/Landowner shall as though he were the Insured Person observe fulfill and be subject to the terms and conditions of this Policy insofar as they can apply.

2. Horses

It is warranted that the cover provided under Section 2 of the Policy as it relates to Horses, is conditional on the Insured Person being personally responsible and in charge and control of the animal at the time of the incident leading to a claim.

3. Indemnity in respect of members' personal legal liability as honorary club officer of a Gun/Game Hunting, Hunt or Fishing Club.

It is agreed that if any claim is made upon the Insured Person in their personal capacity as an honorary club officer of a Gun / Game Hunting, Hunt or Fishing Club and the claim is such that had it been made upon the Insured Person, the Insured Person would be entitled to indemnity under this section, the company will in terms of and subject to the limitations of this section, indemnify the Insured Person / honorary club officer in respect of such claim.

Provided that:

- (a) Such honorary club officers are not entitled to indemnity under any other Policy;
- (b) Such honorary club officers are carrying out the normal duties of honorary officer of a Gun/Game Hunting, Hunt or Fishing Club.

Section 3 – Property Damage for Holders of Licenced Firearms

The company shall by payment, reinstatement or repair at the company's option Indemnify the Insured Person in the event of loss of or damage to the Insured Person's licenced Fire Arm as a result of the following:

1. Fire (Whether resulting from explosion or otherwise);
2. Theft;

Subject to the following conditions

- (a) Any loss subject to a claim must be notified to An Garda Síochána within 48 hours;
- (b) Protection is limited to one claim per annum per Insured Person;
- (c) Maximum any one claim €500.00;

Excluding

- (a) Loss or damage associated with unlicensed or illegally held fire arms;
- (b) Loss or damage occurring whilst within the Insured Person's private dwelling house or site thereon;
- (c) Loss or damage due to fire, theft or attempted theft in which you or any member of your family or household is concerned as principal or accessory.

General Conditions of the Policy

1. Policy Voidable

This Policy shall:

- (a) Be void in the event of mis-representation, mis-description or non-disclosure in any material particular.
- (b) Be avoided if any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy or if any injury be occasioned by any wilful act or with the connivance of the Insured Person, and benefit hereunder shall be forfeited.

2. Radioactivity, Sonic Bangs, War and Allied Risks

This Policy does not cover:

- (a) Any legal liability of whatsoever nature or loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or directly occasioned by or any consequential loss directly caused by or contributed to by or arising from:
 - (i) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) The radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear component thereof;
 - (iii) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction radioactive force or matter;
 - (iv) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - (v) pressure waves caused by aircraft and other devices travelling at sonic or supersonic speeds nor in the case of livestock in respect of death, injury or loss directly or indirectly occasioned by such pressure waves.

3. Warranties

Every Warranty shall from the time the Warranty attaches, apply and continue to be in force during the whole currency of this Policy and non-compliance with any such Warranty whether such non-compliance increases the risk or not shall be a bar to any claim.

4. Claims

In the event of any occurrence which may give rise to a claim under this Policy:

- (a) The Insured Person shall immediately notify the Company (and in writing if required) with full particulars.
- (b) The Insured Person shall within 30 days after such occurrence, or such further time the Company may in writing allow, at his/her own expense, deliver to the Company:
 - (i) A claim in writing containing as particular an account as may be reasonably practicable.
 - (ii) Such proofs and information with respect to the claim as may reasonably be required with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.

5. Cancellation

The Company may delete from this Policy in line with our Terms of Business, any Insured Person or Persons by sending seven days' notice in writing to the Insured Person(s) at his/her/their last known address or in the event of cancellation of the Policy, to the Irish Farmers' Association.

6. Date Recognition

This Policy excludes any claim of whatsoever nature which arises directly or indirectly from or is traceable to the failure or inability of any:

- (a) Electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication or system or any similar device;
- (b) Media or systems used in connection with any of the foregoing;

whether the property of the Insured Person or not to:

- (i) Correctly recognise any date as its true calendar date;
- (ii) Capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- (iii) Capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date;

but this does not exclude any subsequent damage or consequential loss which may arise from any such failure where such damage and/or loss is covered by the terms of this Policy.

7. Terrorism

This Policy excludes loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:

1. Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
2. (a) biological or chemical contamination;
(b) missiles, bombs, grenades or explosives;
due to any act of terrorism.

For the purpose of this condition an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes

including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of 2(a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this condition is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

8. Cyber Risk

This Policy excludes:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property which is insured shall be covered.

- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

9. Other Insurance or Compensation Fund

The Company will not be liable to make any payments under this Policy in respect of any claim where the occurrence, accident or incident leading to the claim is subject to indemnity under any:

- (a) other insurance Policy or Policies; or
- (b) compensation fund.

10. Arbitration

Any disputes relating to a claim between the Company and an Insured Person under this Policy must be referred to arbitration. The appointment of the arbitrator will be by agreement between the Company and Insured Person. If we cannot agree, an arbitrator will be appointed by the authorized body identified in the current arbitration legislation. If the disputed claim is not referred to arbitration within 12 months of your claim being turned down, we will treat the claim as abandoned.

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