



## **IFA Countryside Members Insurance Policy Booklet**

### **IMPORTANT NOTICE**

**This is the master insurance policy booklet for members of IFA Countryside. This means that this policy booklet is the same for all individual, current members of IFA Countryside but it applies separately to each individual member, in their own right. This is the basis on which you should read this policy booklet. The cover in the policy booklet is only provided to current members of IFA Countryside who have paid their membership subscription and whose membership subscriptions continue to be paid up to date.**

**If you fail to renew your membership, the insurance protection that you are afforded under this policy booklet will automatically terminate from 12 midnight on the 'renew by date' that has been communicated to you by IFA Countryside in their 'Membership Renewal' communication.**

**If you are unsure about any part of this Important Notice please contact us on 0818 18 18 18**

**If you are domiciled outside the Republic of Ireland we will not provide any indemnity or pay any benefit under this policy.**

# IFA COUNTRYSIDE MEMBERS INSURANCE POLICY BOOKLET

SUPPORT.

IT'S WHAT WE DO.



**FBD**  
INSURANCE



# IFA Countryside Members Insurance policy contents

The 'cover sections' and individual covers within each section of this policy booklet, will only apply to your policy if they are recorded in your schedule. If any cover is not recorded in your schedule, the cover will not apply.

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# Your Schedule

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## Policy Number

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00008893/04/03

## Insured Person(s)

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The **Insured Person** is any Member of IFA Countryside whose name has been registered by IFA Countryside with **us**.

## Period of Insurance

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FROM: The time **your** name is registered with **us** by IFA Countryside.

TO: 12 midnight on the date of expiry of cover confirmed by IFA Countryside.

## Premium

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**Your** insurance **premium** is included in your IFA Countryside membership subscription.

## Sections Applicable

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Sections 1, 2 and 3.

# Helpful notes and contact details

- Your policy is underwritten by FBD Insurance plc. Throughout this policy booklet, FBD Insurance plc is referred to as 'we', 'us' and 'our'.
- You should read this policy booklet together with your schedule. Your schedule will record your insurance cover and detail any changes or additions to the policy terms that apply to you.

<b>Claims service</b>	<p>To let us know about a claim, contact us on <b>0818 18 18 18</b>.</p> <p>Our dedicated claims service is available to help you 24 hours a day, 365 days a year.</p> <p>It is important to let us know as soon as you become aware of any event, which could lead to a claim. Our claims service will make the process as easy as possible for you and talk you through everything step by step.</p> <p>Your general obligations if a claim occurs are detailed in the Claims conditions section of this policy booklet. Please make sure you understand these conditions and if you have any questions please contact us.</p>
<b>Customer service</b>	<p>You can call us for customer support on <b>0818 18 18 18</b>.</p> <p>You can also find information by visiting our website <b><a href="http://www.fbd.ie">www.fbd.ie</a></b>.</p>

FBD Insurance has been in business for over 50 years and has grown into the largest Irish owned insurer with nearly 500,000 loyal and satisfied customers.

With local sales offices nationwide, telephone and online support, FBD's quality customer service is never more than a few steps away.

# YOUR INSURANCE POLICY





# Introduction to your policy

- ! To help **you** to understand **your policy**, **we** have defined some of the common words and phrases **we** use. **We** have printed these words and phrases in bold, so you can identify them wherever they appear in singular or in plural throughout this **policy** booklet. **You** will find their meanings explained in the General definitions section.
- ! Throughout this **policy** booklet, FBD Insurance plc is referred to as '**we**', '**us**' and '**our**'.

## This policy booklet

At FBD Insurance plc, **we** are always striving to refine **our** products and give **you** high standards of protection. **We** may update this **policy** booklet from time to time, to make various changes and to meet different laws and regulations.

When **you** take out **your policy**, **your** insurance cover will be based on the version of the **policy** booklet that is available and which can be viewed on [www.ifacountryside.ie](http://www.ifacountryside.ie) on the date that cover is effective from. **Your** insurance contract will also be subject to the Terms of Business document and the IFA Countryside Members Insurance Policy Insurance Product Information Document, which are also available to view on [www.ifacountryside.ie](http://www.ifacountryside.ie).

If **we** update the **policy** booklet at any stage during the **period of insurance**, **your** insurance cover will only be based on the new version of the **policy** booklet from the next renewal date of **your policy**. This rule also applies to the Terms of Business document and the IFA Countryside Members Insurance Policy Insurance Product Information Document.

If **we** do update the **policy** booklet **we** will provide a summary of any changes **you** need to be aware of under the 'Changes to this **policy** booklet' heading at the end of the booklet.

## Your policy

**Your** insurance **policy** is a contract agreed between **you** and **us**.

**We** detail **your** insurance cover in the **policy** booklet and the schedule.

**You** should read these as one and either print them off and keep them in a safe place or save an electronic copy for future reference. If at any stage **you** cannot access **your policy** booklet and schedule, let **us** know and **we** will send **you** a copy.

If **your policy** does not meet **your** requirements in any way, or **you** have any queries, **you** can contact **us** on 0818 18 18 18.

**Your** insurance cover is subject to **you** having paid **your** IFA Countryside membership subscription. Cover will apply to **events** that occur:

- within the **territorial limits** defined in **your policy**,
- during the **period of insurance**, which is the period that IFA Countryside confirm that **you** are covered for.

**Your** insurance cover is subject to the full terms, conditions, exclusions and **limits of liability** recorded in this **policy** booklet and **your** schedule.

## Governing law

Unless **we** agree otherwise, the laws and exclusive legal jurisdiction of the Republic of Ireland will apply to **your policy**.

## Complaints

**We** would like to hear from **you** if you have a complaint about **our** service. If **you** tell **us** **your** concerns, **we** will try to put matters right and improve **our** service to all of **our** customers. If **you** would like to make a complaint, please contact **us**:

- by phone – call 0818 18 18 18,

## Introduction to your policy

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- in person – call into any of our branch offices nationwide, or
- by email – [info@fbd.ie](mailto:info@fbd.ie).

If **you** are not satisfied with **our** response or how **we** have dealt with **your** complaint, **you** may refer **your** case to the:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: + 353 1 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

## Finance Act 1990

**We** have paid, or will pay, the appropriate Stamp Duty to the Revenue Commissioners in line with the requirements of the Finance Act 1990.

## Insurance Act 1936

**We** will pay any money due under the policy in the Republic of Ireland.

**Signed for and on behalf of FBD Insurance plc**



**Kate Tobin**

Chief Underwriting Officer

# General definitions

- ! **We** have provided the following general definitions, in order to explain some of the common words and phrases **we** use. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural throughout this **policy** booklet.
- ! Some sections of the **policy** booklet may also contain words and phrases with a special meaning, applying only in specific areas of **your policy**. **We** have explained this in the **policy** wording wherever it occurs.

## Accident, accidental, accidentally

A sudden and unforeseeable **event** or occurrence which:

- is caused unintentionally,
- is not the result of a pre-existing or a gradually operating cause,

and may give rise to a **claim** under **your policy**.

## Bodily injury

**Accidental bodily injury** including death, disease or illness.

(Note: The Personal Accident section only provides cover for **accidental** death and **accidental bodily injury**, subject to the terms, exclusions and conditions of the policy but it does not provide any cover for **accidental bodily injury** or **accidental** death arising from a virus, disease or illness or due to natural causes).

## Claim

A **claim**, or series of **claims** arising out of, or in connection with, or occasioned by, any one cause, **peril, event** or **accident**, that is covered under **your policy**.

## Cooling-off period

All **policies** are sold with a '**cooling-off period**' once **your** contract is for a period of 30 days or longer.

The **cooling-off period** will apply both at new business and at renewal, and will last for 14 working days from the date **you** receive confirmation of cover. If **you** cancel **your policy** within the **cooling-off period**, **you** will only be charged proportionally for the period **you** were on cover and no other charges will apply. This means that **you** only pay for the actual time that **you** had the insurance protection cover.

## Costs and expenses

In connection with any liability insurance cover provided under Section 2 Personal Legal Liability:

- a) Any claimant's legal costs which **you** are legally liable to pay.
- b) All necessary and reasonable costs and expenses, incurred with **our** written agreement, in the investigation and defence of a **claim**.
- c) All legal fees, incurred with our written agreement, for legal representation at any Coroner's inquest or fatal **accident** enquiry.

## Damage

**Accidental** loss, **damage** or destruction.

- ! This definition does not apply to the general 'Cyber risks and electronic risks exclusion' of **your policy**, where **we** have provided a more specific **damage** definition as part of the exclusion wording.

### Employee

Means any:

- Person under a contract of service or apprenticeship with **you**.
- Person engaged under any training, educational, or work experience programme.
- Labour master or labour-only contractor, or anyone employed or supplied by them.
- Person hired or borrowed by **you**.
- Person who carries out domestic duties for **you**.
- Person who carries out property maintenance and repairs for **you**.

### Environmental damage

Impact on biodiversity – land, air, water, groundwater, drinking water supplies and fish, wildlife, biota (combined flora and fauna) and their habitats including special species and natural habitats.

### Environmental incident

The release of pollution or **damage** caused to the environment.

### Event

An **event** which may give rise to a **claim** under **your policy**, including:

- any one occurrence, or
- all occurrences of a series consequent on or attributable to one source or original cause.

### Indemnity, indemnify

The provision of a protection or payment in the **event** of loss, **damage**, injury or liability.

### Insured person

The individual person who as a current member of IFA Countryside is entitled to the insurance cover which is outlined in this **policy** booklet.

### Limit of indemnity, limit of liability

A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy** in respect of:

- any one **claim**, or
- a series of **claims** consequent on or attributable to one source or original cause.

### Peril

An **event** detailed in the terms and conditions of **your policy**, which may cause loss or **damage** and give rise to a valid **claim**.

### Period of insurance, period of cover

The period of time for which **we** have accepted **your premium** and which has been confirmed to **you** by IFA Countryside or until **you** or **we** cancel the **policy**.

### Policy

The contract of insurance agreed between **you** and **us**. The contract is based on the schedule and this **policy** booklet and any other documents or

## General definitions

communications that IFA Countryside issue to **you** on **our** behalf.

### Premium

The payment **you** are required to give **us** for **your** insurance **policy**. The **premium** for the insurance cover provided by this **policy** is included in **your** IFA Countryside membership subscription.

**!** If **you** do not pay **your premium your policy** will be cancelled in line with condition 3 under the General conditions in this **policy** booklet.

### Dwellinghouse, Private home

**!** The following meaning will apply wherever **we** use **dwellinghouse** or **private home** under **your policy**.

The **private home** which is used for domestic purposes by **you** as **your** primary residence

### Subrogation, subrogate

A situation under law, where one person, group or entity, can be substituted by another person, group or entity, in order to pursue the cost of a **claim**.

### Terms of Business

The document which is available on [www.ifacountryside.ie](http://www.ifacountryside.ie) which tells **you** how business services will be provided to **you**.

### Territorial limits

The geographical areas or locations detailed in **your policy**, inside which **your policy** cover will apply. Outside these geographical areas or locations, **your policy** cover does not apply.

### We, us, our

FBD Insurance plc.

### You, your, yours, yourself, the insured

The person who has received confirmation of their membership from IFA Countryside and who, as an individual person and member of IFA Countryside, is entitled to avail of the insurance cover which is provided in this **policy** booklet, including their legal personal representatives (for example, a person who administers the estate of a person who has died).

### Your family

- **Your** spouse or partner permanently living with **you**, and
- **Your** children including adult children, and
- **Your** father, mother, brother, sister, grandparents and grandchildren.

### Your household

**You** or any person living permanently in **your private home**.



# Key information

- ! It is important to be aware of the following key information about **your policy**.
- ! If **you** have any questions about **your** cover, the requirements **your policy** places on **you** to avail of cover, or how **we** will manage **your policy** or any **claim you** have, please contact **us** on 0818 18 18 18.

## Cover we provide

**Your** protection under **our** IFA Countryside Members insurance product is outlined below.

**You** will need to read this **policy** booklet for the full terms and conditions, including all benefits, **limits of liability**, restrictions and exclusions that apply to **your** insurance cover.

- **Section 1 - Personal Accident**  
Allows **you** to get fixed benefit payments in the **event** of specific insured injuries or **accidental** death.
- **Section 2 - Personal Legal Liability**  
Protects **you** in the **event** that **you** are found to be legally liable for **accidental bodily injury** to others or for accidental loss of or **damage** to their material property, but in both instances, that which arises in a personal capacity only. The **policy** does not cover any liability that arises out of the ownership, use or occupation of any property or land or the ownership of any watercourse of any kind or any liability that arises out of any business activities including any farming activities.
- **Section 3 - Property Damage for Holders of Licenced Firearms**  
Provides a payment of up to €500 in the **event** of loss or **damage** to **your** licenced firearms from fire, theft or attempted theft while they are away from **your private home**.

## Territorial limits

**Your policy** cover will apply in the specific geographical areas which are detailed under the relevant covers in the **policy** booklet.

## Cyber risks

This **policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack. For further information, please refer to the cyber risks and electronic risks exclusion under the 'General exclusions of this policy' section of this **policy** booklet.

If **you** have concerns that **you** are susceptible to cyber-attack or hacking, or **events** or acts of this nature, **you** may need to seek professional advice about protecting **yourself**.

**You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

## Communicable viruses and diseases

This **policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from communicable viruses and diseases. For further information, please refer to the communicable viruses and diseases exclusion under the 'General exclusions of this policy' section of this **policy** booklet.



# General conditions of your policy

- ! **You** need to meet the requirements detailed in **your policy** conditions. If **you** do not, **your policy** cover may not be valid.
- ! The following conditions apply to **your** whole **policy**, in addition to any conditions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your policy** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18.

**You** or any other person claiming under **your policy** must comply with the following general conditions to avail of the full protection provided by **your policy**. If **you** do not take reasonable care to meet these conditions, **you** may face:

- a sudden change in cover, **premium** or terms,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again,
- breaking the terms of any relevant loan agreement.

## 1. Your duty

It is **your** duty:

- a) to observe and fulfil the terms, provisions and conditions of this **policy** where they concern or stipulate anything to be done, or not to be done, or anything to be complied with, by **you**;
- b) to comply with all statutory laws, by-laws and regulations to the best of **your** ability and not to knowingly breach any laws, by-laws or regulations;
- c) to read and check any documents that **we** or IFA Countryside send to **you** to ensure that **you** keep up to date with the cover that is provided by **your** policy but also to keep up to date with any limitations or exclusions in the **policy**. If **you** think that any communications that are sent to **you** are unclear or ambiguous, please contact **us** on 0818 18 18 18;
- d) to take all necessary measures and precautions to prevent or reduce the risk of **bodily injury** to others and to prevent or reduce the loss of or **damage** to their material property. In doing

this, **we** would remind **you** to be mindful of **your** own safety and wellbeing;

- e) not to commit any wilful or malicious or deliberate or reckless or unlawful act that could result in **bodily injury** to others or result in loss of or **damage** to their material property.

## 2. Cancellation of the policy

- a) **We** may cancel **your policy** in line with **our Terms of Business** by sending **you** seven days' notice in writing to **your** last known address.
- b) **You** may cancel **your policy** in line with **our Terms of Business** by sending **us** cancellation instructions in writing.

**We** will return the **premium you** paid for the **period of insurance** that is left to run, if:

- **You** cancel the **policy** within the **cooling-off period**, or
- **We** cancel the **policy**.

If **you** cancel after the **cooling-off period**, as long as no **claim** has been made or is pending, **we** will return the **premium** for the **period of insurance** left to run, less any cancellation charge, in line with the **Terms of Business**.

### 3. Pay your IFA Countryside membership subscription to ensure that your insurance cover remains in force

When **you** join IFA Countryside and pay **your** membership subscription, **you** will receive confirmation of **your** membership from IFA Countryside. Once **you** have paid **your** initial membership subscription **you** are automatically entitled to the insurance protection that is outlined in this **policy** booklet.

When **your** membership comes up for renewal, to ensure that there is no interruption to or break in **your** insurance cover, it is important that **you** pay **your** IFA Countryside membership subscription by the 'renew by date' stated in the 'Membership Renewal' communication that IFA Countryside issue to you.

If **you** do not pay **your** membership subscription by the 'renew by date' stated in the 'Membership Renewal' communication that IFA Countryside issue to **you**, **your** insurance cover will automatically terminate at 12 midnight on the 'renew by date' in the 'Membership Renewal' communication.

### 4. Disputes between you and us

If an issue cannot be resolved through **our** complaints process, any dispute between **you** and **us** under **your policy** must be referred to either:

- a) the Financial Services and Pensions Ombudsman (FSPO), or

- b) to 'arbitration', a process using an independent person known as an 'arbitrator' to help settle the dispute.

For the FSPO, **you** may use the contact details provided under the 'Complaints' heading in the 'Introduction to your policy' section at the beginning of the **policy** booklet.

For arbitration, the arbitrator will be appointed by agreement between **you** and **us**. If **we** cannot agree, the authorised body identified in the current arbitration legislation will appoint the arbitrator.

If **you** do not refer a disputed **claim** to arbitration with **us** within 12 months of **your claim** being turned down, **we** will treat the **claim** as if **you** have agreed not to pursue it.

### 5. Other insurance or contribution

[NOTE: This General condition does not apply to Section 1 - Personal Accident]

If at the time of any **event** giving rise to a **claim** there is any other insurance cover effected by **you** or on **your** behalf, or any compensation fund or guarantee, that provides an **indemnity** to **you** in respect of such **claim**, whether such **indemnity** is limited to a partial **indemnity** or not, **our** liability in respect of the **claim** will be limited to any excess amount beyond that which is payable collectively under such other insurance cover, compensation fund and guarantee.

If the other insurance cover, or compensation fund or guarantee are excluded from contributing to a **claim** in circumstances where **you** have another **policy** of insurance that provides **you** with an **indemnity** for the **claim** that is being made against **you**, **our** liability under this **policy** will be limited to any excess amount beyond the amount which would have been payable collectively under such other insurance cover, compensation fund and guarantee, had this **policy** not been taken out. Nothing in this **policy** will increase **our** liability to pay any more than €6,500,000 for any one **claim** or any series of **claims** attributable to any one **event**, one source or original cause, including **costs and expenses**.





# General exclusions of your policy

- ! Exclusions are **events** and **claims** that **we** will not cover under **your policy**.
- ! The following exclusions apply to **your whole policy**, in addition to any exclusions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your policy** exclusions. If **you** have any questions about an exclusion, **you** can contact **us** on 0818 18 18 18.

**We** will not pay for the following.

[NOTE: If any part of any exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect].

## 1. Radioactive contamination exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, contributed to by, or arising from:

- ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of any nuclear installation, reactor or other nuclear assembly;
- any weapon, tool or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- any radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

## 2. Sonic bangs exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which arises directly or indirectly from pressure waves caused by aircraft or other aerial or spatial devices travelling at sonic or supersonic speeds.

## 3. Date recognition exclusion

**We** will not pay for any claim, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which arises directly or indirectly from, or is traceable to, the failure or inability of any:

- electronic circuit, microchip, integrated circuit microprocessor, embedded system hardware, software, firmware, program, computer equipment, telecommunication or systems or any similar device; or
- media or systems used in connection with any of the foregoing, whether **your** property or not:
  - to correctly recognise any date as its true calendar date;
  - to capture, save, retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a

## General exclusions of your policy

result of treating any date otherwise than as its true calendar date;

- iii) to capture, save, retain, or correctly process any data as a result of the operation of any command which has been programmed into any computer software as a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

### 4. Cyber risks and electronic risks exclusion

**!** In line with the following cyber risks and electronic risks exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.

#### (A) Meaning of words

This exclusion contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the 'general definitions' of this **policy** booklet.

- a) Computer(s)** includes but is not limited to, any computerised or electronic: system; network; server; hardware; program; software; firmware; **data** (and any **data** storage device); record(s); information repository; microchip; integrated circuit or similar device (in **computer** equipment or non-**computer** equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet; extranet or website, whether owned by **you** or not.
- b) Consequential loss** means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with **your** personal or **business** activities, regardless of whether or not such loss has occurred due to loss or **damage** to any property, any **computers** or any **data**, whether owned by **you** or not.
- c) Damage or damaged**, for the purpose of this cyber risks and electronic risks exclusion only, means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical damage to, **computers**, or **data**, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical damage, is partial or total or temporary or permanent in nature.
- d) Data** includes but is not limited to (whether used in connection with a **business** or not):
- i)** any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a **computer**; and
  - ii)** any **computer** associated input or output.
- e) Denial of service attacks** means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of **computer** or electronic networks, network services, network connectivity or information systems. **Denial of service attacks** include but are not limited to:
- i)** the generation of excess traffic into network addresses;
  - ii)** the exploitation of system or network weaknesses;
  - iii)** the generation of excess or non-genuine traffic between and amongst networks.
- f) Hacking** means unauthorised access to any **computer** or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives **data**, whether owned by **you** or not.
- g) Liability** means any amount (including all legal costs and expenses) that **you** are held legally liable to pay:
- i)** for death, **bodily injury** (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or disease; or
  - ii)** for loss or **damage** to property or for any type of financial loss (including fines and penalties); or

## General exclusions of your policy

iii) for defamation, or libel or for any breach of data protection legislation,

to any person, or group of people (whether employed by **you** or not), or to any institution, business organisation, firm, company or club.

**h) Malicious or damaging code** means any program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect **computer** programs, **data** files or operations whether involving self-replication or not. A malicious or damaging code can include but is not limited to:

- i) **computer** viruses, worms, Trojan horses, malicious **data** files or similar mechanisms; and
- ii) any form or variation of phishing; and
- iii) internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.

### (B) What is not insured

This **policy** does not provide any cover for any **claim**, loss, **damage**, cost, expense, **consequential loss**, or **liability** of any kind in respect of, or to, any **computer** or **data**, whether owned by **you** or not, where such loss, **damage**, cost, expense, **consequential loss** or **liability** is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any of the following:

- a) the malicious or negligent transfer, electronic or otherwise, of a **computer** program that contains a **malicious or damaging code**;
- b) **hacking** or **denial of service attacks**;
- c) temporary or permanent impairment in the functionality, availability, range of use or accessibility of any **data**, any software or any **computer** programs, caused by or at the direction of any person or group of people or foreign power, government or country;
- d) a deliberate malicious act by or at the direction of:
  - i) any person or group of people or foreign power, government or country which does not involve physical force or physical violence;
  - ii) **you** or to which **you** have consented;
  - iii) any person representing **you**, or by a service provider **you** have engaged, or by any of **your employees**.

In addition to the above and for the avoidance of doubt, this **policy** of insurance:

- e) does not provide any cover in respect of the commercial value, goodwill value or monetary value of any **data** held on any **computer** or which is used by **you** in connection with **your** personal or **business** activities;
- f) does not provide any cover in respect of any cost or expense incurred in:
  - i) retrieving, or restoring, or reproducing, or reconstituting, or rewriting, or replacing, any **data**;
  - ii) re-inputting any **data** on any **computer**;
  - iii) reinstalling or upgrading any **computer** or **data** software.
- g) does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

## 5. War exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is caused by or which is a direct consequence of war, invasion, act of foreign enemy, hostilities or armed conflict (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 6. Terrorism exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, contributed to by or arising from:

- A. An act of terrorism, regardless of any other cause or event contributing to a loss, including any action taken to control, prevent or suppress or in any way relating to an act of terrorism.

**We** define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological, ethnic or similar purpose to

# General exclusions of your policy

influence any government or to place the public, or any section of the public, in fear.

- B. Biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

**We** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If **we** claim that any loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury is not covered by this **policy** because of this general exclusion **you** must prove otherwise.

## 7. Communicable viruses and diseases exclusion

**!** In line with the following communicable viruses and diseases exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability which is caused by or which results from a communicable virus or disease.

### (A) What is a communicable virus or disease?

For the purposes of this exclusion, a communicable virus or disease is any virus or disease, whether naturally occurring or not, that can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

- a) the substance or agent includes, but is not limited to:
- a virus, bacterium, parasite or other organism;
  - or any variation or mutation of these, whether deemed living or not, and
- b) 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;
  - transmission between organisms, and
- c) the virus, disease, substance or agent can:

- cause or threaten damage to human health or human welfare; or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use, of property.

Communicable viruses and diseases include but are not limited to:

- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Ebola, Marburg Virus Disease, Middle East Respiratory Syndrome (MERS), Anthrax, Rabies, Foot and Mouth Disease (FMD), Lyme Disease, Salmonellosis, brucellosis or any mutation or variation;
- any man-made, or reproduced, or resurrected, or manufactured or synthetically developed or produced, viruses or diseases.

### (B) What is not insured?

Any loss, **damage**, financial loss, cost, expense, liability or claim of any type or nature, which occurs at any time, which is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any communicable virus or disease, or
- b) the fear or threat (whether actual or perceived) of a communicable virus or disease, or
- c) any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable virus or disease or the spread or transmission of same, or
- d) the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a communicable virus or disease to come into contact with the property of any person or entity or cause or attempt to cause another person or persons to contract a communicable virus or disease,

regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, financial loss, cost, expense, liability or **claim**.

### 8. Electromagnetic fields exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is directly or indirectly caused by, arising out of, as a consequence of, or in connection with exposure to magnetic, electric or electromagnetic fields, or radiation.

### 9. Sanctions exclusion

**We** will not provide cover and will **we** not make any payment or provide any service or benefit to **you** or any other party entitled to **indemnity** under this **policy** to the extent that such cover, payment, service, benefit and/or any **business** or activity **you** are involved in would violate any applicable trade or economic sanctions, laws, regulations, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or otherwise to sanction laws or regulations to which Irish citizens or businesses are bound or required to comply with.

### 10. Government order exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury, of any kind, which is directly or indirectly caused by:

- confiscation,
- detention,
- destruction,
- nationalisation,
- requisition, or
- enforcement,

on the order of any government, or any government agency, or any public authority, or any foreign power, or any country.

### 11. Failure to comply with any law, legislation or regulation exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from **your** fraudulent or intentional or reckless breach or disregard of any law, legislation or regulation which **you** are legally required to comply with.

### 12. Data protection regulations breaches exclusion

**We** will not pay for any **claim**, fines, penalties, punitive damages or exemplary damages which are levied or imposed on **you** under any legal authority for non-compliance with or for a breach of any data protection legislation or the infringement or breach of any person's or group's legal rights.



## Claims conditions

- ! **You** need to meet the **claims** requirements detailed in **your policy**. If **you** do not, **your claim** may not be valid.
- ! The following conditions apply to any **claim** made under **your policy**, in addition to any **claims** conditions **we** have detailed in specific areas of **your policy**.
- ! It is important that you read and understand **your claims** conditions. If **you** have any questions about a condition, **you** can contact us on 0818 18 18 18.

**You** or any other person claiming under **your policy** must comply with the following **claims** conditions to avail of the full protection provided by **your policy**.

**You** must give **us** any information or assistance **we** require in line with these conditions and must never act fraudulently in any way.

If **you** do not take reasonable care to meet these **claims** conditions, **you** may face:

- a refusal to deal with **your claim**,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again,
- breaking the terms of any relevant loan agreement.

## 1. Your obligations

### a) Tell us about any event which could lead to a claim

**You** must tell **us** within 48 hours after **you** become aware of any **event** which may lead to a **claim** under **your policy**, or any possible prosecution or inquest which may give rise to liability under **your policy**. **You** must do this whether a **claim** will be made or not. Call 0818 18 18 18.

### b) Do not indicate responsibility

**You** must not admit or deny responsibility for any **claim** made against **you**, or make any offer, agreement, negotiations, or promise of payment or reimbursement, without **our** prior consent.

### c) Report to An Garda Síochána if necessary

After **you** become aware of any **event** of theft or attempted theft **you** must make a report within 48 hours to An Garda Síochána or the relevant police authority with jurisdiction where the **event** occurs.

**You** must also let these authorities give **us** any information or help **we** may need.

### d) Forward correspondence

As soon as **you** receive it and without answering it, **you** must:

- Send **us** any letter, **claim**, legal proceedings, summons, or other notice in connection with any **event**.
- Send **us** any letter or communication from the Personal Injuries Assessment Board (PIAB).

### e) Give us any information we need

Within 30 days after an **event**, or within any further period as **we** may allow, **you** must give **us** at **your** own expense:

- Full information about the **claim** including:
  - any property or parts of it that are lost or **damaged**, and
  - the cause.

These details must be as accurate as is reasonably possible.

- An estimate of the monetary amount of loss or **damage** taking into account the reinstatement cost of any property at the time of the loss.



# Claims conditions

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- Details of any other insurance covering the property or liability insured by this **policy**.
- Receipts, invoices, valuations, and any further proof of **your claim** as **we** may reasonably require.
- If requested, a declaration of the truth of the **claim** and of any matter related to it.

## f) Assist us during the claims process

**You** must give **us** any further help, assistance, cooperation or information as **we** may reasonably require during the **claims** process.

## 2. Discharge of liability

If **we** have to make a payment to more than one **insured person** in the **event** of a **claim**, the maximum amount **we** will pay regardless of the number of people insured, will be the specific **limit of indemnity** recorded in this **policy** booklet.

**!** A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy** for any one **claim** or any series of **claims** attributable to any one **event**, one source or original cause, including **costs and expenses**.

### Single contract

For the purposes of the benefits, **limits of indemnity** and any other restrictions on the amount of **our** liability, **we** will treat **you** and all other persons with the right to cover under **your policy** as one party or legal entity. This means there will be only a single contract of insurance, that is, a contract between:

- **us** as one party, and
- **you** and all other persons with the right to **indemnity** as the other party.

### Costs and expenses

**We** may at any time pay the **limit of indemnity** or the **limit of liability** (after the deduction of any sum already paid), or any lesser amount for which a **claim** can be settled. **We** will only be liable for the

**costs and expenses** that are incurred up to the date **we** pay the settlement amount. **We** will then treat the **claim** as closed and have no further liability.

If there is a **claim** for which **you** are entitled to **indemnity** under Section 2 – Personal Legal Liability of this **policy**, and it results in any person or persons being entitled to recover an amount from **you** that is greater than the **limit of indemnity**, **we** will be liable only for associated **costs and expenses** limited to the proportion that the **limit of indemnity** bears to the amount the person or persons are entitled to recover from **you**.

## 3. Our rights in the event of a claim or recovery

### (A) To defend or settle legal action

**We** can take over and manage legal proceedings in **your** name, or in the name of any other **insured person**. This may be to defend, settle or prosecute any **claim** for insurance cover or damages.

### (B) To take legal action to recover payment

**We** can take proceedings in **your** name, or in the name of any other **insured person** to recover any payment **we** have made under **your policy**, at **our** own expense.

### (C) To your cooperation

**We** can decide how any proceedings or **claim** settlements are handled. **You**, or any other **insured person**, must give **us** all the information and help **we** require.

## 4. Fraud

**You** must not act in a fraudulent way. No cover will apply:

- if **you** or any person entitled to cover under **your policy** makes a **claim** knowing it to be false or fraudulent in any way, or

# Claims conditions

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- if **damage** is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf.

We may keep **your** full **premium** if **your policy** is cancelled due to fraud.

## 5. Other insurance or contribution

**!** NOTE: This Claims condition does not apply to Section 1 - Personal Accident.

If at the time of any **event** giving rise to a **claim** there is any other insurance cover effected by **you** or on **your** behalf, or any compensation fund or guarantee, that provides an **indemnity** to **you** in respect of such **claim**, whether such **indemnity** is limited to a partial **indemnity** or not, **our** liability in respect of the **claim** will be limited to any excess amount beyond that which is payable collectively under such other insurance cover, compensation fund and guarantee.

If the other insurance cover, or compensation fund or guarantee are excluded from contributing to a **claim** in circumstances where **you** have another **policy** of insurance that provides **you** with an **indemnity** for the **claim** that is being made against **you**, **our** liability under this **policy** will be limited to any excess amount beyond the amount which would have been payable collectively under such other insurance cover, compensation fund and guarantee, had this **policy** not been taken out. Nothing in this **policy** will increase **our** liability to pay any more than €6,500,000 for any one **claim** or any series of **claims** attributable to any one **event**, one source or original cause, including **costs and expenses**.

## 6. Additional claims conditions

The additional **claims** conditions set out in Section 1–Personal accident and Section 2 – Personal Legal Liability, will also apply to any **claim** under those respective sections.



# COVER SECTIONS



## **i** What is personal accident cover?

The purpose of this section is to provide protection in the form of fixed monetary benefits, in case an **insured person** has an **accident** and suffers specific injuries or **accidental** death.

Further details of the cover provided by Section 1–Personal accident are outlined below.



## Cover

**We** will pay **you** the appropriate benefit recorded if you are injured or die within 12 months of an **accident**, which falls under the below Table of Benefits.

This cover will apply only if the death or injury is caused solely and directly as a result of **accidental**, visible and external means:

1. within the Republic of Ireland and Northern Ireland, or
2. elsewhere in the rest of the world - while travelling for holiday purposes only (not in connection with any business or for educational or medical purposes) and for no more than 60 days in any one **period of insurance**.

If **you** are domiciled outside the Republic of Ireland, **we** will not pay any benefit under this section of the **policy**.

## Table of benefits

The following table provides for two types of benefit:

- A. **Accidental** Death / capital benefit
- B. Weekly benefit

## Table of Benefits

A. Accidental Death / Capital Benefits			
Benefit No.	Death & Injury Types	Benefit	
1.	<b>Accidental</b> Death	€30,000	} Occurring within twelve calendar months of the happening of <b>bodily injury</b>
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	
B. Weekly Benefits			

6.	In the event of hospitalisation as a result of <b>bodily injury</b>	a) €600 per week (excluding the first 3 days of hospitalisation) for up to 52 weeks provided no benefits are payable under 'A. <b>Accidental Death / Capital Benefits</b> ' above.
		b) €600 per week (excluding the first 3 days of hospitalisation) for up to 4 weeks, where a benefits is payable under 'A. <b>Accidental Death / Capital Benefits</b> ' above.

### ! Additional conditions

1. **We** will not pay a benefit for more than one outcome arising from the same injury. Any lump sum amount payable under **accidental death / capital benefits**, will be reduced by any weekly benefit amount, other than benefit 6 b) as per the Table of Benefits, that is payable for the same **event** or injury.
2. The maximum **we** will pay for all **accidents** happening to **you** during the **period of insurance**, is limited to the **accidental death** benefit amount recorded in the Table of Benefits in this section.
3. **We** will not pay the benefit entitlement under 6 a) of the Table of Benefits for more than 52 weeks for any one accident and the period of hospitalisation must be certified by a duly registered medical doctor. **We** will not pay any amount for the first 3 days of hospitalisation.
4. **We** will only pay weekly benefit if the injury needs to be treated by a duly registered medical doctor, and for the period of hospitalisation which is certified by a registered medical practitioner.
5. **We** will not pay any benefit under this section if **you**, at the time of **accidental death** or **bodily injury** have not yet attained the age of 18 or have attained the age of 78.

### ! Additional claims conditions

We will not pay any **claim** under this section unless **you** or **your** legal personal representatives comply with the following **claims** conditions.

1. **We** will not pay a **claim** unless:
  - a) A person **we** appoint is allowed to be present at or to undertake a medical or surgical examination of **you** after the injury occurs.
  - b) A person **we** appoint is allowed to examine **you** as often as **we** may reasonably require.
2. **We** will not be affected by any trust, charge, assignment or other dealing relating to **your** benefit under this section. Once **you** or **your** personal representatives receive any compensation payable by **us**, this will in all cases end **our** liability to **you** under this section.

3. If more than one party has an interest in the **insured person**, the relevant benefit amount stated in the Table of Benefits will represent the total amount payable for that **insured person** covering all interests.
4. If **you** are injured **you** must get and follow the advice of a qualified doctor as soon as possible. **We** will not cover any consequences arising as a result of **your** failure to get and follow medical advice, or not using any appliance or medication that is prescribed to **you**.
5. **You** or **your** legal personal representatives must at **your** or their expense, provide all certificates, information and evidence as **we** may reasonably require.

### Additional exclusions

No cover is provided under Section 1 - Personal accident, for any of the following:

1. **Accidental** death or **bodily injury** which occurs after **you** have reached **your** 78<sup>th</sup> birthday.
2. **Accidental** death or **bodily injury** which is directly or indirectly caused by, arises from or results from or is attributable to, any of the following:
  - a) **You** taking part in any form of military service operations or being at sea as an officer or member of the crew of a merchant vessel.
  - b) Any intentional self-injury, suicide or attempted suicide, fighting (except in self-defence) or deliberate exposure to danger (except in an attempt to save human life).
  - c) Virus, disease or illness of any kind or as a result of natural causes.
  - d) Any **accident** which happens when **you** are under the influence of alcohol or a drug (other than a drug prescribed by a doctor or dentist for something other than drug addiction).
  - e) Any **accident** happening while **you** are involved in building, flying or working on aircraft, getting into or out of any aircraft (except when a passenger in a standard-type aircraft operated by a recognised airline, or a fully licensed standard-type aircraft operated by a recognised air charter company) or while taking part in any speed or duration tests or races of any kind other than on foot. Other than the exceptions stated, aircraft are deemed to include all forms of aerial and spatial crafts and devices.
  - f) Medical or surgical treatment (except where necessary because of an injury caused by an **accident** insured under this section).
  - g) Any **accident** happening while **you** are participating in or engaged in motorcycling (whether as a driver or passenger), mountaineering or rock climbing, winter sports of any kind, water sports of any kind (other than non-commercial angling pursuits) or racing of any kind other than on foot or while **you** are using a circular saw.
  - h) While **you** are performing a job or carrying out any duties for any business or while engaging in any form of occupation.
  - i) Any benefit as a result of a death or injury that is insured under a travel or health insurance **policy**.
  - j) Any form of poisoning.
  - k) Falling from a horse (for the purposes of this exclusion, horse includes any member of the equine family) while **you** are engaged in any form of racing.

### **i** What is personal legal liability cover?

The purpose of personal legal liability cover is to protect **you** in the **event** that **you** are found to be legally liable for **accidental bodily injury** to others or for accidental loss of or **damage** to their material property, arising in a personal capacity.

This section does not provide cover for any liability associated with or arising out of the ownership, use or occupation of any property or land or any liability associated with or arising out of any business activities including any farming activities.



## Cover

**We** will provide **you** with cover for amounts **you** legally have to pay arising in a personal capacity:

- A. within the Republic of Ireland and Northern Ireland, and
- B. elsewhere in the rest of the world - while travelling for holiday purposes only (not in connection with any business or for educational or medical purposes) and for no more than 60 days in any one **period of insurance**, for

1) **Accidental** death of or **accidental bodily injury** to or illness of any person.

But excluding:

- a) **you**;
- b) any member of **your family** or **your household** (except **accidental bodily injury** to or illness of any member of **your family** which occurs outside the boundary of **your private home**), or
- c) any of **your domestic employees** or **employees** of a member of **your family** or **your household**.

2) **Accidental** loss of or **damage** to material property.

But excluding any property belonging to or in the charge of or under the control of:

- a) **you**,
- b) any member of **your family**, or **household** (except property belonging to or in the charge of or under the control of any member of **your family** which occurs outside the boundary of **your private home**), or
- c) any of **your domestic employees** or **employees** of a member of **your family** or **your household**.

The most **we** will pay under this section for

- any one **claim**, or
- any series of **claims** arising out of any one **event**, one source or original cause,

will not exceed €6,500,000 inclusive of **costs and expenses** as outlined below. If **we** are liable to more than one party, the total amount **we** will pay for all parties will not exceed €6,500,000.

**We** will pay **you**:

- the **costs and expenses** that any person making a **claim** against **you** is entitled to recover, and

## Section 2 - Personal legal liability

- any **costs and expenses** that **you** incur to which **we** have agreed in writing,

in connection with a valid **claim** under this section.

This payment will be provided subject to the 'Discharge of liability' condition in the Claims conditions section of this **policy** booklet.

In the **event** of **your** death, **we** will provide cover to **your** legal personal representatives for **your** liabilities, as long as they take reasonable care to observe and fulfil the terms, conditions and exclusions of **your policy** in so far as they apply.

### Additional extensions

#### 1) Indemnity to the Farmer/Landowner

**We** will extend the cover provided under Section 2 - Personal Legal Liability to **indemnify** any farmer or landowner who have given **you** permission to access their lands for the purposes of game hunting (but not game hunting on horseback and for the purposes of this extension, horseback includes any member of the equine family) or vermin control, for **accidental bodily injury** to any person or **accidental** loss of or **damage** to their material property which is caused by or arises out of or in connection with **your** negligence or the negligence of the farmer or landowner.

This **indemnity** will be subject to the following conditions:

- a) That **you** would have been entitled to **indemnity** under this **policy** had the **claim** been made against **you** directly.
- b) That **you** are not entitled to **indemnity** under any insurance policy taken out by any club or organisation of which **you** are a member.
- c) Any such **claim** will be subject to the terms, conditions and exclusions of this **policy**.
- d) That **we** have the sole conduct and control of the **claim** at all times.
- e) That the farmer and/or landowner takes reasonable care to observe, fulfil and be subject to the terms, conditions and exclusions of this **policy** in so far as they apply.
- f) That nothing in this extension of cover will increase **our** liability to pay any amount greater than the **limit of indemnity** of €6,500,000, in respect of any one **claim** or any series of **claims** arising out of any one **event**, one source or original cause (including all **costs and expenses**), regardless of the number of farmers or landowners against whom a **claim** or **claims** are taken.

#### 2) Indemnity in respect of **your** personal legal liability as honorary club officer of a Gun, Game Hunting, or Fishing Club.

**We** will extend the cover provided under Section 2 - Personal Legal Liability to **indemnify you** in respect of any **claim** that is made against **you** in **your** capacity as an honorary club officer of any gun, game hunting or fishing club, for **accidental bodily injury** to any person or **accidental** loss of or **damage** to their material property which is caused by or arises out of or in connection with **your** negligence in **your** capacity as an honorary club officer.

Game hunting club does not include any hunt clubs or groups of any kind involved in hunter trials of any kind or where hunting is conducted on horseback (horseback includes any member of the equine family).

This **indemnity** will be subject to the following conditions:

- a) That **you** would have been entitled to **indemnity** under this **policy** had the **claim** been made against **you** directly in **your** personal capacity.
- b) That at the time of the incident giving rise to the **claim**, that **you** were an honorary officer of the club and **you** were carrying out the normal duties associated with the role of an honorary officer.
- c) That **you** are not entitled to **indemnity** under any other insurance policy.
- d) Any such **claim** will be subject to the terms, conditions and exclusions of this **policy**.
- e) That **we** have the sole conduct and control of the **claim** at all times.
- f) That nothing in this extension of cover will increase **our** liability to pay any amount greater than the **limit of indemnity** of €6,500,000, in respect of any one **claim** or any series of **claims** arising out of any one **event**, one source or original cause (including all **costs and expenses**), regardless of the number of people who make **claims** against **you** or **your** club.

### Additional conditions

1. If **you** are domiciled outside the Republic of Ireland **we** will not provide any **indemnity** under this section of the **policy**

#### 2. Control of Horses

**You** must comply with the following condition to avail of the full protection provided by this section of **your policy**. **We** will only consider a **claim** for **accidental bodily injury** or loss of or **damage** to material property under this section of **your policy** which is caused by or arises out of or in connection with a horse (or any animal which is a member of the equine family) if **you** were personally responsible for and in charge and control of the animal at the time of the incident which gives rise to the **claim**. If **you** haven't taken reasonable care to comply with this condition **we** may refuse to deal with the **claim**.

### Additional claims condition

#### IFA Countryside members collective indemnity limit

In the event of a **claim** being made against two or more IFA Countryside members (even if the **claim** is made against individual members separately or against them jointly or collectively) the most that **we** will pay in respect of any one **claim** or any series of **claims** attributable to any one **event**, one source or original cause, including **costs and expenses**, for the collective legal liability of all members, is €6,500,000.

In these circumstances, under **your policy**, **we** will pay **your** equitable share, as a member of IFA Countryside, of any such **claim** or **claims** but the most that **we** will pay for the liability of all members of IFA Countryside in respect of any such **claim** or **claims** will not under any circumstances exceed €6,500,000 inclusive of all **costs and expenses**. This limitation of €6,500,000 applies no matter how many people or entities make a **claim** against two or more IFA Countryside members for any one **event** or any series of **claims** attributable to any one **event**, one source or original cause.

### **Additional exclusions**

No cover is provided under this section for any of the following.

- 1) Any liability or **claim** arising out of or in connection with the ownership, management, control, use, occupation or possession by **you** of any land, building or structure or arising out of the ownership of any watercourse of any kind.
- 2) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with:
  - Any aircraft or aerial or spatial crafts and devices, including drones.
  - Lifts, hoists or any other form of lifting equipment or apparatus.
  - Any boat (other than while engaging in non-commercial angling pursuits), hovercraft, sailboard or any other type of watercraft or vessel of any kind.
- 3) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any profession, trade or business carried on by **you** including any farming business or related activities.
- 4) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of, or in connection with any construction, structural alteration, reconstruction, restoration, repair, demolition, extension works or building works, repairs or maintenance of any kind.
- 5) Any liability or **claim** directly or indirectly caused by, or arising out of, or as a consequence of, or in connection with any wilful, malicious, deliberate or reckless act committed by **you**.
- 6) Any liability or **claim** for any fines, penalties or non-compensatory damages of a penal nature including but not limited to, aggravated, exemplary, punitive, nominal or liquidated damages.
- 7) Any liability or **claim** for any loss, cost, expense, financial loss, court award or for compensation in any circumstances where a person has not sustained **accidental bodily injury** or where a person has not sustained accidental loss of, or **damage** to their material property.
- 8) Any liability relating to any contract or agreement assumed by **you** which would not have attached to **you** in the absence of the contract or agreement.
- 9) Any liability or **claim** covered under a motor insurance policy or for which **you** are legally required to arrange motor insurance or hold a certificate of guarantee.
- 10) Any liability or **claim** for or relating to libel, slander or defamation, or infringement of plans, copyright, patents, trade names, trademarks, registered designs or any intellectual property right.
- 11) Any liability or **claim** caused by, arising from or in connection with:
  - any **environmental damage**; or
  - any **environmental incident**; or
  - any environmental **event**; or
  - pollution or contamination,



## Section 2 - Personal legal liability

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of any kind.

- 12) Any liability or **claim** arising out of a deliberate act or omission or wilful or malicious or reckless misconduct.
- 13) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with the felling or lopping of trees.
- 14) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of, or in connection with **your** participation in any event which involves hunting on horseback (for the purposes of this exclusion, horseback includes any member of the equine family) regardless of whether **you** or any other person involved in the event is actually on horseback or not at the time when any **accidental bodily injury** or loss of or **damage** to material property occurs.

## Section 3 - Property damage for holders of licenced firearms

### **i** What is Property damage for holders of licenced firearms?

The purpose of this section is to provide cover for **your** licenced firearms, against loss or **damage** but only loss or **damage** which occurs outside the boundary of **your private home**, which is caused by fire, theft or attempted theft, subject to the terms, conditions and exclusions under **your policy**.



## Cover

**We** will cover loss or **damage** to your licenced firearms caused by any of the following **perils**.

### Perils:

✓ What is covered?	✗ What is not covered?
1. Fire	<ul style="list-style-type: none"> <li>Any amount in excess of €500 in respect of any one <b>claim</b> or in any one <b>period of insurance</b>.</li> <li>Any loss or <b>damage</b> to unlicensed or illegally held firearms.</li> <li>Any loss or damage which occurs within <b>your private home</b> or within the <b>private home</b> site boundary.</li> </ul>
2. Theft or attempted theft	<ul style="list-style-type: none"> <li>Any amount in excess of €500 in respect of any one <b>claim</b> or in any one <b>period of insurance</b>.</li> <li>Any loss or <b>damage</b> to unlicensed or illegally held firearms.</li> <li>Any loss or <b>damage</b> which occurs within <b>your private home</b> or within the <b>private home</b> site boundary.</li> </ul>

## Basis of Settlement

**We** will use the following principles to settle all valid **claims** under Section 3 - Property Damage for Holders of Licenced Firearms.

At **our** option, **we** will replace or repair the firearm, or pay **you** as follows:

- We** will replace the firearm with the closest possible match where it has been **damaged** or stolen; or
- We** will cover the repair of the **damaged** firearm where repair is possible; or
- We** will pay **you** the amount of the loss or **damage** where repair or replacement is not possible; or
- If **we** choose to pay **you**, even where replacement or repair is possible, the payment will reflect any discounts **we** might have received had **we** replaced the property.

But excluding:

- Any amount in excess of €500.
- Any costs to which **we** have not agreed in writing.
- Any costs or fees incurred in preparing any **claim** under **your policy**.

# Changes to this policy booklet

! A summary of key changes recently included in this policy booklet is set out below. For full terms and conditions, always read your policy booklet, together with your schedule and any applicable endorsements.

## November 2023

### Changes introduced with policy booklet version IFA C PD 2023 11 V1.0

<p><b>Clearer language and design</b></p>	<p>! At FBD Insurance plc, we're always striving to refine our products and give you high standards of protection. With this in mind, we have updated the language and design used throughout our IFA Countryside Members policy booklet, making it clearer and easier to understand. We have also introduced a new 'Key information' section at the start of the booklet, with a summary of some of the most essential information about our IFA Countryside Members product.</p>
<p><b>General definitions</b></p>	<p>! We have grouped together and included new definitions to explain words and phrases we use and to give you greater certainty when interpreting your policy cover. These definitions can be found in the 'General definitions' section and include:</p> <ul style="list-style-type: none"> <li>• Accident, accidental, accidentally; • Bodily injury; • Claim; • Cooling-off period; • Costs and expenses; • Damage; • Employee; • Environmental incident;</li> <li>• Environmental damage; • Event; • Indemnity, indemnify; • Insured person;</li> <li>• Limit of indemnity, limit of liability; • Peril; • Period of insurance, period of cover; • Policy; • Premium; • Dwellinghouse, private home; • Subrogation, subrogate; • Terms of Business; • Territorial limits; • We, us, our; • You, your, yours, yourself, the insured; • Your family; • Your household.</li> </ul>
<p><b>General conditions</b></p>	<p>! Under the General condition of your policy we have extended General condition number 1 Your Duty as follows:</p> <p><b>1. Your duty</b></p> <p>It is your duty to:</p> <ul style="list-style-type: none"> <li>• Observe and fulfil the terms, provisions and conditions of this policy where they concern or stipulate anything to be done, or not to be done, or anything to be complied with, by you.</li> <li>• Comply with all statutory laws, by-laws and regulations to the best of your ability and not to knowingly breach any laws, by-laws or regulations.</li> <li>• Read and check any documents that we or IFA Countryside send to you to ensure that you keep up to date with the cover that is provided by your policy but also to keep up to date with any limitations or exclusions in the policy.</li> <li>• Take all necessary measures and precautions to prevent or reduce the risk of bodily injury to others and to prevent or reduce the loss of or damage to their material property.</li> <li>• Not commit any wilful or malicious or deliberate or reckless or unlawful act that could result in bodily injury to others or result in loss of or damage to their material property.</li> </ul> <p>We have also introduced a new general condition, number 3, that you should read in full and be aware of. This new condition is titled:</p> <p><b>3. Pay your IFA Countryside membership subscription to ensure that your insurance cover remains in force.</b></p>

<p><b>General exclusions</b></p>	<p>! We have updated our general policy exclusions and also added some additional exclusions to better highlight some of the general events, claims and losses that our IFA Countryside Members policy is not intended to cover. The new more specific general exclusions you should be aware of are:</p> <ul style="list-style-type: none"> <li>● Cyber risks and electronic risks exclusion;</li> <li>● War exclusion;</li> <li>● Communicable viruses and diseases exclusion;</li> <li>● Sanctions exclusion;</li> <li>● Government order exclusion;</li> <li>● Failure to comply with any law, legislation or regulation exclusion;</li> <li>● Data protection regulations breaches exclusion.</li> </ul>
<p><b>Claim conditions</b></p>	<p>! We have updated our claims conditions. Under the updated conditions, you must tell us within 48 hours after you become aware of any event which may lead to a claim under your policy, and follow the other obligations we have set out.</p> <p>! After you become aware of any event of theft or attempted theft you must make a report within 48 hours to An Garda Síochána or the relevant police authority with jurisdiction where the event occurs.</p> <p>! If there is any other insurance cover or any compensation fund or guarantee, that provides an indemnity to you in respect of any claim our liability will be limited to any excess amount beyond that which is payable collectively under such other insurance cover, compensation fund and guarantee.</p> <p>! If the other insurance cover, or compensation fund or guarantee are excluded from contributing to a claim in circumstances where you have another policy of insurance, our liability will be limited to any excess amount beyond that which would have been payable collectively under such other insurance cover, compensation fund and guarantee, had this policy not been taken out.</p>
<p><b>Section 1- Personal accident</b></p>	<p>! Cover now applies to accidents occurring within the Republic of Ireland and Northern Ireland.</p> <p>! Cover also applies elsewhere in the rest of the world - while travelling for holiday purposes only (not in connection with any business or for educational or medical purposes) and for no more than 60 days in any one period of insurance.</p> <p>! To avail of cover under this section you must be domiciled in the Republic of Ireland.</p> <p>! You can avail of the cover provided under this section until you reach your 78<sup>th</sup> birthday. Previously you could only avail of this cover until you reached your 75<sup>th</sup> birthday.</p> <p>! The previous exclusion relating to childbirth and pregnancy no longer applies.</p> <p>! No cover is provided for death or bodily injury which is caused by an illness, disease or virus.</p> <p>! We will not pay any benefit that is insured under a travel or health insurance policy.</p> <p>! Previously racing of any kind was excluded but racing on foot is now permitted.</p> <p>! You must get and follow the advice of a qualified doctor as soon as possible and you must follow the medical advice and use any appliance or medication that is prescribed to you.</p>
<p><b>Section 2- Personal legal liability</b></p>	<p>! Cover now applies to your legal liability arising:</p> <ul style="list-style-type: none"> <li>● within the Republic of Ireland and Northern Ireland, and</li> <li>● elsewhere in the rest of the world - while travelling for holiday purposes only (not in connection with any business or for educational or medical purposes) and for no more than 60 days in any one period of insurance.</li> </ul> <p>! The Limit of Indemnity under this section is increased from €2,600,000 to €6,500,000, inclusive of costs and expenses.</p> <p>! Cover is no longer provided for any liability that you may incur as an honorary club officer in relation to any activities of a hunt club. Hunt club in this context is any club or group of any kind involved in hunter trials of any kind or where hunting is conducted on horseback (horseback includes any member of the equine family).</p> <p>! To avail of cover under this section you must be domiciled in the Republic of Ireland.</p> <p>! The most that we will pay for any claim or series of claims attributable to any one event, one source or original cause, made against two or more members of IFA Countryside is €6,500,000 including all costs and expenses.</p>

	<p>! No cover is provided under this section in respect of any liability directly or indirectly caused by, arising out of, as a consequence of or in connection with:</p> <ul style="list-style-type: none"> <li>• The ownership, management, control, use, occupation or possession by you of any land, building or structure or arising out of the ownership of any watercourse of any kind, or</li> <li>• Drones or hoists or any other form of lifting equipment or apparatus, or</li> <li>• Any construction, structural alteration, reconstruction, restoration, repair, demolition, extension works or building works, repairs or maintenance of any kind, or</li> <li>• Any wilful, malicious, deliberate or reckless act committed by you, or</li> <li>• Any fines, penalties or non-compensatory damages of a penal nature including but not limited to, aggravated, exemplary, punitive, nominal or liquidated damages, or</li> <li>• Libel, slander or defamation, or infringement of plans, copyright, patents, trade names, trademarks, registered designs or any intellectual property right, or</li> <li>• Any environmental damage or any environmental incident or any environmental event or pollution or contamination of any kind, or.</li> <li>• Your participation in any event which involves hunting on horseback (for the purposes of this exclusion, horseback includes any member of the equine family) regardless of whether you or any other person involved in the event is actually on horseback or not at the time when any accidental bodily injury or loss of or damage to material property occurs.</li> </ul> <p>! No cover is provided under this section in respect of any liability or claim:</p> <ul style="list-style-type: none"> <li>• For any loss, cost, expense, financial loss, court award or for compensation in any circumstances where a person has not sustained accidental bodily injury or where a person has not sustained accidental loss of, or damage to their material property, or.</li> <li>• Which is covered under a motor insurance policy or for which you are legally required to arrange motor insurance or hold a certificate of guarantee.</li> </ul>
<p><b>Section 3- Property damage for holders of licenced firearms</b></p>	<p>! The Basis of Settlement under this section now reads as follows: At our option, we will replace or repair the firearm, or pay you as follows:</p> <ul style="list-style-type: none"> <li>• We will replace the firearm with the closest possible match where it has been damaged or stolen; or</li> <li>• We will cover the repair of the damaged firearm where repair is possible; or</li> <li>• We will pay you the amount of the loss or damage where repair or replacement is not possible; or</li> <li>• If we choose to pay you, even where replacement or repair is possible, the payment will reflect any discounts we might have received had we replaced the property.</li> </ul> <p>! We will not pay any costs to which we have not agreed in writing or any costs of fees that you incur in preparing any claim.</p>

## September 2021

### Changes introduced with policy booklet version IFA C PD 2021 09 V1.0

<p><b>Policy booklet changes</b></p>	<p><b>Policy Booklet Changes</b> – We have included new information to explain how changes will be made to this policy booklet. For details, you will need to read the information under “This policy booklet” at the start of the document, together with the “Changes to this Policy Booklet” information at the end of the document.</p>
<p><b>The Insured’s duty</b></p>	<p><b>The Insured’s Duty</b> – General Condition 1 has been reviewed and expanded in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read the new “Duty of Disclosure” and “Failure to Meet this Duty” information at the start of this policy booklet, together with the full outline of “The Insured’s Duty” (Condition 1) under the General Conditions of this policy booklet.</p>

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