

Irish Farmers' Association Membership Policy



Personal Accident

WHEREAS each Insured Person being a member of the Irish Farmers' Association (hereinafter called "the 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 premium paid or agreed to be paid to the Company as consideration for such insurance.

THE COMPANY AGREES to insure in the manner and to the extent hereinafter provided in the current Policy which together with the Schedule 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.

Complaints

If the Insured Person would like to make a complaint, please contact 01 7617 617 or email info@fbd.ie

Finance Act 1990

The appropriate stamp duty has been or will be paid to the Revenue commissioners in line with Section 113 of the Finance Act 1990

Insurance Act 1936

All money which is paid or may be paid by the Company to the Insured Person under this Policy will be paid in the Republic of Ireland.

Signed on behalf of FBD Insurance plc

Kate Tobin,
Chief Underwriting Officer

FBD Insurance plc is regulated by the Central Bank of Ireland

The Schedule

Policy Number:	00008893/38/01
Insured Person(s):	The Insured Person is any Member of The Irish Farmers' Association (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 an I.F.A. Member's name is registered with the Company TO: Twelve months thereafter
Premium:	Dependent on the number of Insured Person registered with the Company.

Section 1 - Personal Accident

The Company agrees that if the Insured Person(s) as shown in the Schedule shall sustain bodily injury solely and directly caused by accident, violent, visible and external means, it will pay to the Insured Person (or his/her Legal Personal Representatives in the event of death) benefits as set out below under Section 1 of the Policy.

Schedule of Benefits

Bodily Injury solely and directly caused by accidental, violent, visible and external means and being the sole and direct cause of:-

Item			
Occurring within twelve calendar months of the happening of bodily injury as aforesaid	(1)	Death	€35,000
	(2)	Total loss by physical severance at or above the wrist of one or both hands.	€20,000
	(3)	Total loss by physical severance at or above the ankle of one or both feet.	€20,000
	(4)	Total and irrecoverable loss of all sight in one or both eyes.	€20,000
	(5)	Permanent total disablement from pursuance of gainful employment of any or every kind.	€25,000
	(6)	In the event of hospitalisation	€600 per week (excluding the first 3 [three] days of hospitalisation) for up to a period of one year

Endorsement No. 1:

It is hereby declared and agreed that notwithstanding anything contained in Proviso Nos. 2, 3 and 4, benefit shall be payable under Item 6 for a maximum period of **four weeks** (excluding the first **3** days) in respect of any Bodily Injury for which benefit under any of the Items 1-5 is payable.

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 the first 3 (three) days of hospitalisation.
 - In respect of any one accident for more than 52 weeks from commencement of the hospitalisation as certified by a fully qualified medical practitioner.
 - Where the Insured Person has at the time of sustaining Bodily Injury has not attained the age of 18 years.
- Benefit shall not be payable under more than one item in respect of the same bodily injury. Any sums payable under Item 6 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. Subject to Endorsement No. 1.
- 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 as under any one of the Items 1 to 5. Subject to Endorsement No. 1.
- After a person incurs any bodily injury resulting in a claim under any of the Items 1 to 5 no further liability (in respect of that person) shall attach to the Company to make any payment under this Policy. Subject to Endorsement No. 1.

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 any business or occupation other than Farming.
 - (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 78th 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 Legal 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 Legal Personal Representatives have complied with the terms of this Condition.
4. In the event of the Company having paid the benefit named herein following a presumption of the accidental death of a person later found to be living, such benefit shall be refunded to the Company by the person or persons to whom it was paid.

Geographical Limits

1. The Republic of Ireland and
2. For the purposes of travel only:
The remainder of Europe, United Kingdom, Channel Islands, Isle of Man, the United States of America, Canada, Australia and New Zealand.

General Conditions

1. **Policy Voidable:**

This Policy shall be void in the event of mis-representation, mis-description or non-disclosure in any material particular.

2. **Fraud**

If the Insured Person makes a claim knowing it to be false or fraudulent in any way then all cover under the policy will be forfeited.

3. **Radioactive contamination**

This Policy does not cover any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from:

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

4. **Sonic bangs**

This Policy does not cover any loss, damage, cost, expense, liability or injury which arises directly or indirectly from pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.

5. **War**

This Policy does not cover any loss, damage, cost, expenses, liability or injury caused as a consequence of war, invasion, act of foreign enemy, hostilities or armed conflict (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. **Terrorism**

This Policy does not cover any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to 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.

The Company defines 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 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. The Company defines contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If the company allege that, by reason of this general exception, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be on the Insured Person. In the event that any part of this general exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7. **Claims**

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

- (i) The Insured Person shall forthwith notify the Company in writing 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.

8. Cancellation

- a) The Company may cancel this policy in line with the Company's Terms of Business, by sending seven days' notice in writing to the Irish Farmers' Association.
- b) The Company may delete from this Policy any Insured Person(s) by sending seven days' notice in writing to the Insured Person(s) at their last known address.

9. Date recognition

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 equipment, telecommunication or systems or any similar device; or
- 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 manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date;
 - (iii) 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.

This exclusion shall not apply to any subsequent damage or business interruption which may arise from any such failure where such damage and/or loss is covered under the terms of this policy.

10. 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.

11. Arbitration – Settlement of disputes

Any dispute relating to a claim between the Insured Person and the Company under this policy will be referred to arbitration. The appointment of the arbitrator will be by agreement between the Insured Person and the Company. If the Company cannot agree, an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. If the disputed claim is not referred to arbitration with 12 months of the Insured(s) Person claim being turned down, the Company will treat the claim as abandoned.

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