

YOUR VINTAGE TRACTOR INSURANCE POLICY BOOKLET

SUPPORT.

IT'S WHAT WE DO.



FBD
INSURANCE

Helpful notes and contact details

Claims service	<p>To let us know about a claim, contact us on 0818 18 18 18.</p> <p>Our dedicated claims service is available to help you 24 hours a day, 365 days a year.</p> <p>Please ensure that you notify us of any accident or damage as soon as possible and prior to effecting any repairs.</p>
Customer service	<p>If you buy your policy from FBD Insurance, you can call us for customer support on 0818 18 18 18.</p> <p>You can also find information by visiting our website www.fbd.ie.</p> <p>If you have arranged your policy through a broker, please contact your broker directly.</p>
What to do in the unfortunate event of an accident	<ol style="list-style-type: none">1. Do not admit liability for the accident.2. Take the Registration Number of the vehicles involved. (This, along with the Insurer's name and policy Number should be on the Disc on the windscreen).3. Exchange names and addresses with relevant persons.4. Notify the Gardai immediately but in any event no later than 24 hours thereafter if there is any injury to persons or animals or if your vehicle is stolen or damaged as a result of theft or malicious damage.5. Keep a record of all injuries and damage sustained and draw a sketch map of the scene.6. If there are witnesses, get their relevant details, i.e. names, addresses, telephone numbers etc.7. Notify FBD immediately.8. FBD will send you a Claim Form and you should complete and return this as quickly as you can. <p>All correspondence regarding the accident should be sent, unanswered, to FBD INSURANCE. Notice of any prosecutions should also be sent to FBD INSURANCE.</p>

FBD Insurance plc has over 50 years experience. We pride ourselves on understanding your needs and today we are one of Ireland's largest insurance companies. With FBD Insurance local offices throughout the country, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online for a quotation today.

Your vintage tractor 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, no cover will apply.

Your insurance policy

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YOUR INSURANCE POLICY



Introduction to your policy

This Policy Booklet

At FBD Insurance, we are always striving to improve our products and give the highest standards of protection. We may update this policy booklet from time to time, to make various enhancements and to meet different laws and regulations.

The latest version of the policy booklet that we give to you, will be the version that applies to your insurance contract. If we make changes to this policy booklet that effect you when renewing your insurance contract, we will provide you with the updated version alongside your renewal documents.

In addition, a summary of any changes you need to be aware of will be provided under the **“Changes to this policy booklet”** heading at the end of this document.

Always read the policy booklet for full terms and conditions.

Duty of disclosure

You must ensure that all information you give us is true, accurate and complete. The questions and responses recorded in your:

- proposal form or statement of fact,
- renewal applications, and
- any further communications with us

will influence our acceptance of your insurance, your premium and the terms and conditions, which we apply.

If there is ever any change in the information, which you have provided or you are in any doubt about our questions and your responses, you must tell us.

Failure to meet this duty

If you do not meet this duty carefully and honestly at all times, you may face:

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

Further information about your duty of disclosure is detailed under Condition 6 in the General conditions of this policy booklet. Please ensure you understand this condition and if you have any questions, contact us on 0818 18 18 18. If you have arranged your policy through a broker please contact your broker directly.

Operative clause

WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured") has applied to **FBD INSURANCE plc** (hereinafter called "the Company") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance herein contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the Company the premium stated in the said Schedule as consideration for such insurance.

The Company AGREES to insure in the manner and to the extent hereinafter provided in the respective sections specified in the current Schedule and appendices thereto (which with the Sections and every appendix thereto shall be deemed to be incorporated in and form part of this policy) in respect of events occurring in Ireland and not in Northern Ireland during the period of insurance specified in the Schedule or any period for which the Company accepts the premium required for renewal of this policy.

NOW THIS POLICY WITNESSETH:- That subject to the Terms Exclusions and Conditions contained herein or endorsed or otherwise expressed herein.

SIGNED on behalf of FBD INSURANCE plc



Kate Tobin

Chief Underwriting Officer

Finance act 1990

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

Application of limits of indemnity

In the case of any event involving indemnity to more than one person any limitation by the terms of this policy or of any endorsement herein of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

Insurance act 1936

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

Limitations as to use

As per Certificate of Insurance on Issue

Description of drivers

As per Certificate of Insurance on Issue

Trailer / trailed implements

Any trailer (which term shall include any agricultural implement or machine) while connected by any means whatsoever to any vehicle described in the Schedule hereto for the purpose of being operated or drawn shall itself be deemed to be the vehicle described in the Schedule hereto for the purposes of this policy except that Section 2 (Loss or Damage to Insured Vehicle) shall not apply.

- (1) Provided that the reference to "any vehicle described in the Schedule hereto" in the clause of this policy headed "Excepted Persons" shall be deemed to include any trailer as defined above.
- (2) The Company shall not be liable in respect of any loss damage liability and/or injury arising out of any event occurring while any such vehicle is drawing a greater number of trailers in all than is permitted by law.

E.E.C. Compulsory insurance

The policy is extended in respect of any insured vehicle to give minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country which is a member of the European Economic Community and

any other country in respect of which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the E.E.C. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE). If the Minimum Indemnity required by Law in Ireland (not Northern Ireland) is greater than the Minimum required in the aforementioned territories, the Minimum Indemnity required by Law in Ireland (not Northern Ireland) will apply.

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** explain this in the policy wording wherever it occurs.

We, us, our, the Company,

FBD Insurance plc.

You, your, yours, yourself, the insured

The person or persons (including bodies corporate) named in your policy schedule and certificate to whom the insurance policy has been issued, including your legal personal representatives (for example, a person who administers the estate of a person who has died).

General conditions of the policy

- ! This policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear such meaning wherever it may appear.
- ! Any condition of this policy or of any Endorsement herein in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961/1968 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

1. Claims / summonses and prosecutions

The Insured shall give notice in writing to the Head or any Branch Office of **the Company** immediately after the occurrence of any event in consequence of which **the Company** may become liable under this policy with full particulars thereof or where such event did not occur in **the Insured's** presence within 48 hours after the occurrence of such event first came to his/her knowledge together with such particulars of such event as are in his/her knowledge or procurement.

Every letter, claim, legal proceedings including writ, civil bill, civil summons or other notice and every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB) shall be notified and forwarded unanswered to **the Company** immediately on receipt.

Notice shall also be given in writing to **the Company** immediately **the Insured** shall have knowledge of any impending prosecution or inquest in connection with any such event.

2. No admission

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of **the Insured** without the written consent of **the Company** which shall be entitled if it so desires to take over and conduct in the name of **the Insured** the defence or settlement of any claim or to prosecute in the name of **the Insured** for its own benefit any claim for Indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and **the Insured** shall give all such

information and assistance as **the Company** may require.

3. Other insurance

If at the time any claim arises under this policy there is any other existing insurance covering the same loss, damage or liability **the Company** shall not be liable to pay or contribute more than its rateable proportion of any loss, damages, costs or expenses.

Provided always that nothing in this condition shall impose on **the Company** any liability from which but for this condition it would have been relieved under Proviso (a) of Section 1 (Liability to Third Parties) to the cover granted to persons driving the insured vehicle.

4. Reasonable care

The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any vehicle described in the schedule hereto and **the Company** shall have at all times free access to examine such vehicle.

5. Arbitration

All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties or, failing agreement by the parties, the authorised body identified in the current arbitration legislation. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against **the Company**. Claims not referred to arbitration within 12 calendar months from the date of dispute with **the Company** shall be deemed to have been abandoned.

6. Your duty

(a) Give us full information when applying for or renewing your policy

You must answer all **our** questions honestly and with reasonable care. The information provided in **your** insurance application including **your** proposal form or statement of fact and any renewal applications or other communications with **us** must be true, accurate and complete.

Our questions and **your** responses will influence **our** acceptance of **your** insurance, **our** calculation of **your** premium and the terms and conditions **we** apply. If **you** are ever in any doubt about **our** questions and **your** responses, **you** must tell **us**.

(b) Always keep your policy up to date

You must tell **us** if there is any change in the information recorded in **your** schedule, certificate and completed insurance application, after **your** policy has started.

We will then let **you** know of any change in **your** premium or policy terms.

It is important to be aware that once **your** policy has started, **we** will not cover any of the following changes in risk, unless **you** have told **us** about them and **we** have agreed to cover them:

- Any replacement of an insured vehicle with another vehicle, or any change in the registration number or identification number of an insured vehicle as recorded in **your** schedule and **your** certificate.
- A change in the use of any insured vehicle outside:
 - the purposes **you** disclosed to **us** when taking out or renewing **your** policy,
 - the use of the insured vehicle recorded in **your** schedule, and
 - the limitations as to use recorded in **your** certificate.
- A change in the ownership of any insured vehicle.
- Any change in the 'Drivers or classes of drivers whose driving is covered', as recorded in **your** certificate.

- Any disqualification of any insured driver from driving, or if any insured driver has received any driving conviction.
- Any change in the physical or medical condition of any insured driver impairing their ability to drive safely.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**.

(c) Keep to the terms of your policy

You or any person making a claim under **your** policy must take reasonable care to observe and fulfil the terms, provisions, conditions and endorsements of **your** policy and anything they reasonably require for cover to apply.

If **you** do not meet these requirements at all times, **we** may give **you** a reduced claim payment or no claim payment. **We** may also treat the whole policy or a section of it as cancelled or not having existed.

7. R.T.A. Obligations

The Insured shall repay to **the Company** all sums paid by **the Company** in respect of any claim under this policy which **the Company** would not have been liable to pay but for the provisions of the Road Traffic Acts and all expenses incurred by **the Company** in connection with any such payment.

8. Cancellation of policy

(a) **We** may cancel **your** policy in line with the Terms of Business by sending **you** 10 days' notice in writing to **your** last known address. **You** must return **your** current certificate and insurance disc.

(b) **You** may cancel **your** policy in line with **our** Terms of Business by sending **us** written cancellation instructions and returning **your** current certificate and insurance disc.

We will return the premium 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.

General conditions of 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 **our** Terms of Business.

9. Windscreen

Where windscreen cover operates under the policy, FBD Insurance plc will only be liable to indemnify **the Insured** in respect of damage to windscreens or windows, repaired or replaced by a Company authorised by FBD Insurance to carry out the necessary work, subject to the terms, exclusions and limits of indemnity stated in the policy booklet and/or Schedule.

10. Policy enhancements

If **we** amend or replace any policy wordings, conditions, exclusions or endorsements during the period of insurance which improve, broaden or extend the policy to **your** benefit, then, provided no additional premium is normally payable, this benefit is automatically passed on to **you** from the date of the enhancement/s.

11. Cooling-off period

All non-life policies are sold with a 'cooling off' period once the 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 **the Insured** receives their policy documents. If **the Insured** cancels the policy within the cooling off period, no cancellation charge will apply and **the Insured** will be charged proportionally for the period on cover.



General exclusions of the policy

! The Company shall not be liable in respect of:

(1)

Any person claiming in respect of damage to any weighbridge or to any road or to anything in or below the surface of the road due to the weight of or vibration caused by any vehicle described in the Schedule hereto except in so far as is necessary to meet the requirements of the Road Traffic Acts.

(2)

Any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by **the Insured** by special contract.

(3)

Any loss damage liability and/or injury arising out of any event occurring (i) while any vehicle described in the Schedule hereto is being driven or is for the purpose of being driven by him in the charge of any person other than a driver as described under the heading "Description of Drivers" in this policy or (ii) while any vehicle in connection with which Insurance is granted under this policy is being used otherwise than within the "Limitations as to Use".

(4)

(Except under Section 1) any loss or damage and/or injury arising during (unless it be proved by **the Insured** that the loss damage and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion.

(5)

(Except so far as is necessary to meet the requirements of the Road Traffic Acts)

- (a) Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof;
 - iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
- (b) Any loss damage liability and/or injury arising from pressure waves caused by aircraft and/or other aerial devices travelling at sonic or supersonic speeds or in the case of Livestock in respect of death injury or loss directly or indirectly occasioned by such pressure waves.
- (c) Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection or Military or Usurped Power.
- (d) Loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:

General exclusions of the policy

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

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

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

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

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

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

- (e) (i) 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.

- (ii) 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.

(6)

Claims by any person for injury arising out of and in the course of the employment of the injured person or damage to his property where this provision is not inconsistent with the provisions of the Road Traffic Acts.

(7)

In line with the following cyber risks and electronic 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.

- ! 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.

1. 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)

General exclusions of the policy

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** 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 **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 illness or disease; or
- ii)** for loss or **damage** to material property or for any type of financial loss (including fines and penalties); or
- 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.

2. What is not insured?

This policy does not provide any cover for any loss, **damage**, cost, expense, **consequential loss** or **liability** 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

General exclusions of the policy

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 family** or **your household**.

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

- a) 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;
- b) 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.
- c) does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

(8)

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability, accident or injury caused while any **insured car** is in or on any aerodrome, airport, airfield, military base or similar establishment or location. The areas include but are not limited to:

- any area for the take-off and landing of aircraft or the movement of aircraft on the ground, and
- any form of aircraft parking aprons including associated service roads, refuelling areas, hangars, maintenance areas, ground equipment and vehicle parking areas, any areas for the loading or unloading of passengers or cargo, and

- any part of any passenger terminal and
- any part or any area of an aerodrome, airport, airfield, military base or similar establishment or location where access is refused, denied or forbidden to members of the public or any part or any area where vehicular access is refused, denied or forbidden to members of the public.

This exclusion does not apply to public roads and public car parking facilities to which the public have access.

(9)

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.

1. 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:

General exclusions of the policy

- 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.

For the avoidance of doubt, communicable viruses and diseases also include any viruses and diseases that are spread by or transmissible from:

- Humans to other humans.
- Humans to animals (including mammals, fowl and poultry).
- Animals (including mammals, fowl and poultry) to humans.
- Animals (including mammals, fowl and poultry) to other animals (including mammals, fowl and poultry).

2. 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.

The expression "CLAIM" in the above paragraphs shall mean a claim or series of claims arising out of one cause.

COVER SECTIONS





Section 1—Liability to third parties

Indemnity

The Company will indemnify **the Insured** against all sums which **the Insured** or his personal representatives shall become liable to pay to any person (other than the excepted persons as hereinafter defined) by way of damages or costs on account of injury to person or damage to property occasioned by the use of any vehicle described in the Schedule hereto (including the loading and/or unloading of such vehicle) but such indemnity in so far as it relates to damage to property is limited to the sum of €1,300,000 (One million three hundred thousand Euro) in respect of damage occasioned by any one act or any one series of acts collectively constituting one event and **the Company** will pay all costs and expenses incurred with its written consent.

The Company will pay the Solicitor's fee incurred with its written consent for representation at any coroner's inquest in respect of any death which may be the subject of indemnity under this Section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be the subject of indemnity under this Section.

Excepted persons

- (a) Any person claiming in respect of damage to property sustained while such property was:
 - i) in or on such vehicle
 - ii) being put into or on or being taken out of or off such vehicle
 - iii) thrown out of or off such vehicle
 - iv) owned by or was in the possession, custody or control of **the Insured**.
- (b) Any person claiming in respect of personal injury or damage to property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom.
- (c) Any person claiming in respect of personal injury to another person where
 - i) in case the injury caused the other person's death the other person would assuming that the injury had not caused his death be an excepted person under paragraph (b) of this subsection if he were himself claiming in respect of the injury and
 - ii) in any other case the other person would be such an excepted person if he were so claiming.

References in the above paragraphs (a) to (c) inclusive to any vehicle described in the Schedule hereto shall be deemed to include any vehicle connected by any means whatsoever to any such vehicle.

Persons driving insured vehicle

In terms of and subject to the limitations of the indemnity which is granted by this policy to **the Insured the Company** will indemnify any driver referred to in the "Description of Drivers" who is driving any vehicle described in the Schedule hereto.

PROVIDED THAT:

- (a) such driver is not entitled to indemnity under any other policy
- (b) such driver is not a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul upkeep and/or repair for **the Insured**
- (c) such driver shall as though he were **the Insured** observe fulfil and be subject to the terms exclusions conditions and endorsements of this policy in so far as they can apply.

Persons hiring insured vehicle

In terms of and subject to the limitations of the indemnity which is granted by this policy to **the Insured the Company** will indemnify any person to whom any vehicle described in the Schedule hereto is hired against liability arising in connection with any such vehicle while let on hire PROVIDED THAT any such hirer shall as though he were **the Insured** observe fulfil and be subject to the terms exclusions conditions and endorsements of this policy in so far as they can apply provided such person is not entitled to indemnity under any other policy.



Section 2—Loss or damage to the insured vehicle

Indemnity

In the event of loss of loss of or damage to any vehicle described in the Schedule **the Company** will:

- (a) pay the cost of repairs, or
- (b) pay the amount of the loss or damage, or
- (c) replace the insured vehicle.

The Company will decide whether (a), (b) or (c) applies.

Accessories and spare parts

The accessories and spare part of the vehicle are insured in the same way as the vehicle, provided they fall within the Maximum Amount Payable and the Obsolete Parts Clause and are being carried by or are attached to the vehicle.

Maximum amount payable

In the event of the vehicle being damaged beyond repair or **the Company** deeming repairs uneconomical, or the vehicle being stolen and not recovered, the maximum amount payable by **the Company** will be the lesser of:

- (a) The market value of the vehicle, that is, the price which could be obtained if the vintage tractor was put up for sale or the price which would have to be paid to buy a similar vintage tractor in a similar condition with the addition of an allowance for spare parts, tools and ancillary equipment plus, if required, an amount in respect of professional repairs less any salvage value.

- (b) The estimated value shown on the schedule, less any salvage value.

The Company has an option to take over the right to dispose of the salvage at any time during the course of the claim.

Obsolete parts clause

The Company will not pay increased repair and replacement parts or accessory costs due to non availability and/or waiting times for delivery of parts or accessories which are obsolete in pattern or which become unobtainable or storage costs whilst awaiting commencement of repair to the insured vehicle.

Repairs

The Company will only commit to repairing a vintage tractor or to pay its market value not to paying for any reduction in its value as a result of having been involved in an accident and/or theft.

Removal

If the insured vehicle is disabled by reason of loss or damage insured under this Section **the Company** will bear the reasonable cost of protection and removable to the nearest repairers. **The Company** will also pay the reasonable cost of delivery to **the Insured** after repair of such loss or damage not exceeding the reasonable cost of transport to the address of **the Insured**.

The maximum amount payable in respect of this item is €350 any one incident.

Hire purchase leasing or finance agreements

If to the knowledge of **the Company the Insured's** vehicle is the subject of a Hire, Lease or Finance Agreement (including Hire Purchase) such payment shall be made to the owner to be determined whose receipt shall be a full and final discharge to **the Company** in respect of such loss or damage.

Fire brigade charges

If an event occurs which is the subject of indemnity under this Section, **the Company** will also pay the Fire Brigade attendance charge as may be levied by the local authorities up to an amount not exceeding €2,000.

X Exclusions to Section 2—Loss or damage to the insured vehicle

The Company shall not be liable to pay for:

- (a) loss of use, depreciation, wear and tear, mechanical and/or electrical and/or electronic breakdowns, failures or breakages
- (b) damage to tyres by application of brakes or by punctures cuts or bursts
- (c) damage to any vehicle described in the Schedule hereto and/or its accessories and spare parts caused by the goods carried therein
- (d) damage to any vehicle described in the Schedule hereto and/or its accessories and spare parts where such damage arises from, is attributable to or caused by the action of frost
- (e) damage to windscreens or windows.

ENDORSEMENTS



Endorsements

- ! Operative endorsements including any supplementary endorsements are referred to by number in the Schedule.
- ! Unless otherwise indicated in the body of the endorsement the Index Mark and Registration Number of any vehicle and/or the Name of any person appearing in the Schedule against an Endorsement Number shall be deemed to restrict such endorsement to operate solely in respect of such vehicle(s) and/or person(s).
- ! Endorsements are subject otherwise to the terms, exclusions, limitations and conditions contained in this policy.

03: Third party only

It is agreed that Section 1 (Liability to Third Parties) only is operative.

04: Third party fire and theft

It is agreed that liability shall only attach to **the Company** under Sections 1 & 2 but that no liability shall attach under the said Section 2 except for loss or damage caused directly by Fire, Self-ignition, Lightning or Explosion or by Theft or attempt thereat.

08: Excluding named person(s) from driving

It is agreed that this policy shall be inoperative whilst **the insured** vehicle is being driven by or is for the purpose of being driven by him in the charge of any person named in the Schedule against this endorsement number.

09: Named person(s) only driving

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) of this policy and the Section headed "Description of Drivers" of this policy shall apply solely in respect of the person(s) named in the Schedule against this endorsement number and that paragraphs (a) and (b) of the "Description of Drivers" are inoperative.

12: Extension to Great Britain and Northern Ireland

It is agreed that:

- (a) the insurance provided by this policy is extended to apply in respect of any vehicle described in the Schedule hereto whilst in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (b) nothing in this policy or in any endorsement herein shall affect the right of any person indemnified by this policy or of any other person to recover an amount under or by virtue of the provisions of the Law of any territory in which this policy operates relating to the insurance of the liability to Third Parties

Endorsements

BUT **the Insured** shall repay to **the Company** all sums paid by **the Company** which **the Company** would not have been liable to pay but for the said provisions of such Law

- (c) **the Company** will indemnify any person using a vehicle in respect of which indemnity is provided under this policy against liability under the Road Traffic Acts or Laws to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of such Acts or laws apply.

13: Insured only driving

It is agreed that the sub-section "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) of this policy and paragraph (b) of the "Description of Drivers" are inoperative.

14: Interest of owner

It is agreed that the indemnity provided by this policy shall also apply in respect of the owner referred to in the Schedule against this endorsement number.

22: Specified trailer – attached / detached – cover as policy

It is agreed that the indemnity provided by this policy shall apply in respect of any trailer full details of which have been notified to and accepted by **the Company** as though it were a vehicle described in the Schedule of this policy. For the purpose of this policy any such trailer and plant forming part of or permanently attached to such trailer shall together be deemed to constitute a trailer

PROVIDED THAT **the Company** shall not be liable to indemnify **the Insured** in connection with any vehicle or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by law.

26: Third party detached trailer cover

It is agreed that **the Company** will indemnify **the Insured** in terms of and subject to the limitations of the indemnity which is granted by Section 1 (Liability to Third Parties) of this policy in respect of the trailer shown against this Endorsement Number on the Schedule, whilst detached from and not being towed by any vehicle.

40: Excess (excluding third party claims)

The Company shall not be liable to pay the first €250 of any claim as defined hereafter in respect of loss of or damage to any vehicle described in the Schedule. **The Insured** shall indemnify **the Company** in respect of any sum not exceeding €250 which **the Company** pays in respect of any such claim which may be the subject of indemnity under this policy.

The expression "Claim" shall mean a claim or series of claims arising out of one cause.

42: Unspecified trailed implements

It is agreed that **the Company** will indemnify **the Insured**, subject to the terms, exclusions and conditions of this policy, in respect of loss of or damage to any Agricultural implement the property of **the Insured** while attached to a Tractor which at the time of such loss/damage is being used by or on behalf of **the Insured** in connection with his business as a Farmer.

The Company's liability shall be limited to an amount not exceeding that amount stated in the Schedule against this endorsement number in respect of any one implement.

45: Including damage to windscreens or windows

It is agreed Exclusion (e) under Section 2 is deleted.

It is further agreed that **the Company** will indemnify **the Insured** in respect of damage to windscreens or windows under "Section 2 - Loss or Damage to Insured Vehicle" of this policy. The maximum liability of **the Company** under this Endorsement shall be limited to an amount, not exceeding that amount, as stated in the Schedule against this Endorsement Number, in respect of any one occurrence or series of occurrences arising out of one event.

NOTE: Please refer to the relevant policy condition.

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.

April 2023

Changes **we** introduced with this policy booklet version

Key changes		Policy version
General definitions	<p>We have included new definitions to explain words and phrases we use and give greater certainty when interpreting your policy cover. The new definitions can be found in the new 'General definitions' section and include:</p> <ul style="list-style-type: none"> ● We, Us, Our, the Company; ● You, your, yours yourself, the insured. 	TMV V PD 2023 04 V1.0
General conditions of your policy	<p>Your Duty – General Condition 6 has been expanded requiring you to tell us about changes in the information recorded in your schedule and completed insurance application. We have made it clear that we will not cover any of the following changes in risk after your policy has started, unless you have told us about them and we have agreed to cover them:</p> <ul style="list-style-type: none"> ● Any replacement of an insured vehicle with another vehicle, or any change in the registration number or identification number of an insured vehicle as recorded in your schedule and your certificate. ● A change in the use of any insured vehicle outside: <ul style="list-style-type: none"> – the purposes you disclosed to us when taking out or renewing your policy, – the use of the insured vehicle recorded in your schedule, and – the limitations as to use recorded in your certificate. ● A change in the ownership of any insured vehicle. ● Any change in the 'Drivers or classes of drivers whose driving is covered', as recorded in your certificate. ● Any disqualification of any insured driver from driving, or if any insured driver has received any driving conviction. ● Any change in the physical or medical condition of any insured driver impairing their ability to drive safely. 	TMV V PD 2023 04 V1.0
General conditions of your policy	<p>Policy cancellation – General Condition 8 has been reviewed to incorporate the new general definition words into the text. For details, you will need to read 'Cancellation of policy' (Condition 8), under the General Conditions of this policy booklet.</p>	TMV V PD 2023 04 V1.0
General exclusions of your policy	<p>We have added three additional exclusions to our Vintage Tractor Insurance policy, which highlights claims and losses that are not covered. The new more specific general exclusions, which are numbered 7, 8 and 9, are:</p> <ul style="list-style-type: none"> ● 7. Communicable viruses and diseases exclusion; ● 8. Cyber and electronic risks exclusion ● 9. Consequential loss exclusion. 	TMV V PD 2023 04 V1.0

July 2022

Changes we introduced with this policy booklet version

Key changes	Policy version
Policy Booklet changes – 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.	TMV V PD 2022 07 V1.0
The Insured's Duty – General Condition 6 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 6) under the General Conditions of this policy booklet.	TMV V PD 2022 07 V1.0
Policy cancellation – The cancellation condition has been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read 'Cancellation of policy' (Condition 8), under the General Conditions of this policy booklet.	TMV V PD 2022 07 V1.0
Cooling-off – General Condition 12 has been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read 'Cooling-off period' (Condition 12), under the Conditions of this policy booklet.	TMV V PD 2022 07 V1.0



TMV V PD 2023 04 V1.0

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