



# **HORSE & PONY EQUINE INSURANCE POLICY- IRELAND**

**THIS POLICY IS UNDERWRITTEN  
BY  
LIBERTY MUTUAL INSURANCE EUROPE SE**

## **Your insurance contract**

**We** agree to insure **you** for the death of a **horse** caused by any accident, injury, illness or disease happening during the **period of insurance**. **You** must pay the **premium** shown in the **Certificate** and **your** cover is subject to the terms and conditions in this insurance and any additional changes **we** agree to make to this insurance by **endorsement**.

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## Definitions

Wherever the following words appear in bold they will have the meanings shown below.

<b>Claiming race</b>	means any claiming, selling, auction, combination or other type of race in which the ownership interest of the <b>horse</b> can change.
<b>Certificate of Death Report</b>	means the examination of the <b>horse</b> after its death and the preparation of a written report, which does not require a full <b>post-mortem</b> examination, made by a <b>veterinary surgeon</b> establishing the identity, the cause of death or the reason for the <b>humane destruction</b> of the <b>horse</b>
<b>Certificate</b>	means the document showing <b>your</b> name, <b>horse</b> insured and the sums insured, and the <b>period of insurance</b> .
<b>Endorsement</b>	means a change in the terms and conditions of this insurance agreed by <b>you</b> and <b>us</b> . <b>Endorsements</b> which apply to <b>your</b> insurance (if any) will be shown in the <b>certificate</b> and detailed at the end of this document.
<b>Fair market value</b>	means the price at which ownership of the <b>horse</b> would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the <b>horse</b> and current market conditions.
<b>Horse</b>	means any horse or horses shown in the <b>certificate</b> that <b>you</b> either own outright or <b>you</b> have a financial interest in.
<b>Humane destruction</b>	means the destruction of the <b>horse</b> by a <b>veterinary surgeon</b> , where the <b>horse</b> suffers an injury or is afflicted with an excessively painful disease and the suffering of the <b>horse</b> is incurable and so excessive that immediate destruction is necessary for humane reasons.  Please note that conditions apply in the event of <b>humane destruction</b> ; please see the “How to make a claim” section on page 7.
<b>Medication</b>	means any drug, hormone, vitamin, protein or other substance for use on the <b>horse</b> under the direction of a <b>veterinary surgeon</b> , other than unadulterated food or drink.
<b>Period of insurance</b>	means the time for which this insurance is in place as shown in the <b>certificate</b> .
<b>Premium</b>	<u>means the amount <b>you</b> must pay <b>us</b> for this insurance as specified in the <b>Certificate</b>.</u>
<b>Post-mortem</b>	means the examination of the <b>horse</b> after its death and preparation of a written report. The report must include a necropsy examination, made by a <b>veterinary surgeon</b> including, for example, establishing the identity, the cause of death or the reason for the <b>humane destruction</b> of the <b>horse</b> .
<b>Terrorism</b>	means an act, including using or threatening to use force or violence, 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Veterinary surgeon**

means a veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.

**We / us / our**

means Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

[www.libertyspecialtymarkets.com](http://www.libertyspecialtymarkets.com)

**You / your**

the partnership, corporation, organisation or person(s) specified in the **certificate** including their family, representatives, agents, employees, bailees or other persons having care, custody or control of the **horse**

**Your broker**

means the insurance broker or intermediary who arranged this insurance on **your** behalf.

**Use Group Definitions**

**Class 1**

At Grass. Private Hacking, Breeding, Showing, Dressage Novice Level and below, Gymkhanas, Driving, Pony Club Events, Unaffiliated Show Jumping, Endurance/Long Distance Riding, Western Riding, Vaulting, Working Shire Horses, Forestry Work, Film Work (non-jumping), Novice Hunter Trials, Including all AIRC events. Excluding Show Jumping under SJAI Rules

**Class 2**

As above, including Dressage above Novice Level, Show Jumping (under SJAI Rules), Polocrosse, Intermediate Hunter Trials, Non IHTS Horse Trials

**Class 3**

Hunting/ Drag Hunting, IHTS Day Events, Open Hunter Trials, Polo (maximum EUR 20,000 any one horse), Horse Ball.

**Class 4**

IHTS Day Events/Cross Country Team Events and Advanced Eventers.

## Important Information

This document, the **certificate** and any related **endorsement** form **your** insurance documentation.

This insurance documentation sets out the terms and conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- check that the information contained in the **certificate** is accurate. See the “Information you have given us” section on page 3; and
- comply with all **your** duties and obligations under the insurance, including the Important Conditions below, and the actions **you** must take in the event of a claim (see page 7).

Failure to comply with the above could affect **your** insurance and any claim **you** make.

## Important conditions

1. At the start of the **period of insurance**:

- a) **you** must have confirmed that the **horse** is in sound health and free from any illness, disease, lameness, injury, disability or physical abnormality whatsoever, or
- b) **You** must have told **us** about any illness, disease, lameness, injury, disability or physical abnormality whatsoever affecting the **horse** and any such disclosure will be reviewed by **us** before cover is confirmed in writing.

**You** must also comply with either a) or b) above before any changes are made to this insurance, for example:

- any increase in sum insured on the **horse**; and/or
- any **horse** added to this insurance; and/or
- any other extension of or addition to this insurance

2. If **you** submit a Veterinary Certificate or a Declaration of Health **you** must also comply with Important Condition 1 by telling **us** about the health of the **horse**. However, if **we** accept a Veterinary Certificate or a Declaration of Health then the burden is on **us** to prove that the **horse** was not in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever at the start of the **period of insurance** for the **horse**.

3. **You** must at all times provide proper care and attention for the **horse** and take all reasonable steps to avoid or minimise any loss covered under this insurance.

4. In the event of any accident, illness, disease, lameness, injury, or physical disability suffered by the **horse**, **you** must as soon as possible and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as possible notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

5. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance will cease to cover the **horse** immediately if **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer’s conditions of sale, up to a maximum of ten (10) days following the day of the auction. If **you** own a part-share of a **horse**, any claims payment will be limited to a maximum of **your** financial interest.

6. The **horse** must remain within the Geographical Limits stated in the **certificate** during the

**period of insurance.**

7. **You** must notify **your broker** in the event of the **horse** being operated upon for castration or spaying, prior to the day of such procedure.

## **Information you have given us**

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given us. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with incorrect or incomplete information that **we** have relied upon in accepting this insurance and setting its terms and **premium** **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- request more **premium** for **your** insurance or reduce the amount **we** pay on a claim proportionate to the **premium** **you** have paid in comparison to the **premium** **we** would have charged **you** if the correct or complete information had been provided; or
- cancel **your** insurance in accordance with the “Cancelling this insurance” section on Page 4.

**We** or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more **premium** for **your** insurance.

## **Notifying us of any changes**

**You** must notify **your broker** as soon as possible if **you** become aware of any changes in the information **you** have provided to **us** at any time before or during any **period of insurance**. All notifications must be made in writing, by email, or by telephone.

Changes to the information **you** have provided could result in **you** having to pay an additional **premium** or in **us** amending the terms of this insurance.

If **you** want to increase the sum insured on the **horse**; add a **horse** to this insurance or extend/add to this insurance, **you** must:

- a) confirm that the **horse** is in sound health and free from any illness, disease, disability or physical abnormality whatsoever, or
- b) tell **us** about any illness, disease, disability or physical abnormality whatsoever affecting the **horse** and any such disclosure will be reviewed by **us** before **we** agree to make any changes to this insurance.

Any changes to this insurance will be confirmed by us in writing.

### Changes in fair market value

You should review the sum insured as shown in the **certificate** on a regular basis to ensure it accurately reflects the **fair market value** of the **horse**.

You must notify **your broker** as soon as possible of any change in the **fair market value** of the **horse**. This includes, for example, changes in **fair market value** as a result of public auctions, **claiming races**, or castration.

If at any time during the **period of insurance** the **horse** is:

1. entered or raced in any **claiming race** in which **your** financial interest in the **horse** could have been claimed or sold at a price that is less than the sum insured shown in the **certificate**, then the sum insured shall automatically be reduced to the lowest amount for which **your** financial interest in the **horse** could have been claimed or sold in such race; or
2. entered but not sold in a public or private auction and the sum insured for the **horse** exceeds the highest amount bid in such auction for **your** financial interest in the **horse**, then the sum insured shown in the **certificate** shall automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **horse**; or
3. entered in a public or private auction and the terms of the contract of sale are not satisfied and/or the sale is not completed, then the sum insured shown in the **certificate** shall be amended to not exceed the **fair market value** at the time of the auction, taking into account any defects (physical or otherwise) in the **horse** that prevented completion of the sale.

If the sum insured shown in the **certificate** is reduced for one of the above reasons, **you** may be entitled to a return of some of **your premium**. If so, **we** will calculate the new daily cost of providing the reduced amount of cover **you** require for the remainder of the **period of insurance** and **we** will refund any savings to **you**.

### Cancelling this insurance

You can cancel this insurance at any time by notifying **your broker**.

**We** can cancel this insurance by giving **you** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of **premium**
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request
- Threatening or abusive behaviour or the use of threatening or abusive language

### Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If this insurance is cancelled by **you** or **us**, provided **you** have not made a claim, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **your** period of

insurance is 12 months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual **premium**.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **certificate**, to cover the cost of providing this insurance.

Any additional **premium** due to **us** during the **period of insurance** for additional risks that are fully earned will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any **horse** covered under this insurance, whether by settlement, compromise or otherwise, no return of **premium** will be allowed.

Cancellation of this insurance by **us** does not affect the treatment of any claim arising under this insurance in the period before cancellation.

## Death of the insured horse

### What is covered

We will pay **you** in the event of the death of the **horse** or its **humane destruction** caused by any accident, injury, illness or disease, the **fair market value** of the **horse** up to the sum insured stated in the **certificate**, provided that such accident, injury, illness or disease first occurs during the **period of insurance** and death occurs:

1. during the **period of insurance**; or
2. for annual policies only, within ninety (90) days after expiry of such **period of insurance** provided that **you** have notified **your broker** during the **period of insurance** of such accident, injury, illness or disease. (See “Things you must do” in the “How to make a claim” section on page 7).

### What is not covered

We will not pay for:

1. death, intentional slaughter or **humane destruction** of the **horse** in any way caused by or resulting from an outbreak or suspected outbreak of a disease where the **horse** becomes subject to a government or public or local authority quarantine and/or restriction order relating to that disease.
2. intentional slaughter of the **horse**.

However, **we** will pay:

- a) where **we** have expressly agreed to the destruction of the **horse**; or
  - b) in the case of **humane destruction** other than where the **horse** is subject to a government or public or local authority quarantine and/or restriction order as described in 1. above; or
  - c) where the **horse** is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time. However, **we** will only pay if it is later confirmed by a sworn statement by that person that in their opinion the **horse** was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
3. death or **humane destruction** in any way caused by or resulting from one or more of the following:
    - a) any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been required due to an accident, injury, illness or disease occurring during the **period of insurance** and carried out in an emergency attempt to save the **horse's** life;
    - b) the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel directed by him/her) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **period of insurance**;
    - c) malicious or wilful injury or criminal or intentional acts or omissions by **you**;
    - d) failure by **you** to provide proper care and attention for the **horse** at all times, or failure by **you** to take reasonable steps to avoid or minimise any loss;
    - e) use of the **horse** for a purpose other than that stated in the **certificate**.

4. death or **humane destruction** in any way caused by or resulting from one or more of the following:
  - a) nuclear reaction, nuclear radiation or radioactive contamination; or
  - b) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
  - c) war, whether war be declared or not, hostilities or any act of war or civil war; or
  - d) the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data; or
  - e) **Terrorism**; or
  - f) the use of any chemical, biological, bio-chemical or electromagnetic weapon; or
  - g) Avian Influenza virus or any mutant variation; or
  - h) Equine Infectious Anaemia.
  
5. any costs relating to a **certificate of death** report (see “Things you must do” in the “How to make a claim” section below).

## How to make a claim

### Things you must do

In the event of any accident, illness, disease, lameness, injury or physical disability whatsoever of or to a **horse**, **you** must as soon as possible at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as possible notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

In the event of the death or **humane destruction** of a **horse** **you** must:

1. as soon as possible, and at your own expense, arrange for a **veterinary surgeon** to produce a **certificate of death report** to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary).

**We** may require a full **post-mortem** examination to be performed on the **horse**. However, the cost of the **post-mortem** will be met by **us**.

In the event that the attending **veterinary surgeon** is not able to categorically determine the cause of death a full **post-mortem**, or a **post-mortem** of the region of interest will always be required.

2. as soon as possible, notify **your broker** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary by **us**.
3. provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as possible.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim.

**You** must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:

- a) providing as soon as possible upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons**, having care, custody or control of the **horse**; and
- b) providing as soon as possible upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and
- c) preserving anything that might be useful by way of evidence in connection with a claim and retaining it until **we** or **our** representatives have inspected it.

Failure to cooperate with **us** could affect **your** claim, for example **we** may reduce the amount **we** pay as appropriate.

After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **horse** at **your** own expense.

### **Humane Destruction of a Horse**

Before **humane destruction**, a **veterinary surgeon** must be appointed by **us** and must provide **us** with confirmation in advance that **humane destruction** is necessary because the suffering of the **horse** is excessive and incurable.

In some circumstances it may be necessary for **you** or someone acting on **your** behalf to appoint a **veterinary surgeon** to conduct **humane destruction** of the **horse** before **you** can notify **us**. **We** may accept confirmation from the **veterinary surgeon** after the event that **humane destruction** was necessary, but if **we** decide that this action did not meet the definition of **humane destruction** set out in this insurance **we** may not pay **your** claim.

### **Disputed fair market value**

Where **we** have accepted in writing the validity of a claim but there remains a dispute between **you** and **us** as to the **fair market value** of the **horse** payable by **us**, then, **you** will have the option to follow the dispute resolution procedure below.

1. **We** will provide **you** with a list of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection, from which **you** are to appoint one person.
2. Within twenty eight (28) days of notification by **you** to **us** of the appointment of the selected person, **you** and **we** will each submit to that person and to each other evidence and submissions on value. **We** and **you** will each then have a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **fair market value** of the **horse**.
3. **We** agree unconditionally to accept the determination of the appointed person. However, **you** are under no obligation to accept the determination.
4. Should **you** accept the determination of the appointed person, **we** will pay **you** within twenty one (21) days of the determination the amount decided by the appointed person. However, the amount **we** will pay will not exceed the sum insured stated in the **certificate**.

5. Should **you** not accept the determination of the appointed person, or should **you** decide not to exercise the option to follow the above resolution procedure, **you** still have the right to follow the complaints process below.
6. The cost of the determination of the appointed person will be shared equally between **you** and **us**.
7. Should **you** accept the determination of the appointed person, **we** will deduct **your** share of the appointed person's fee from **your** claim payment.

### **Fraudulent claims**

1. If **you** make a fraudulent claim under this insurance, **we**:
  - a) are not liable to pay the claim; and
  - b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
  - c) may by notice to **you** treat this insurance as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause 1. c) above:
  - a) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - b) **we** need not return any of the **premiums** paid.

### **How to make a complaint**

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that **you** are dissatisfied please contact **us** so **we** can do what **we** can to help. **We** take complaints very seriously and aim to address all concerns fairly and efficiently. If **you** feel that **we** have not offered **you** this standard or **you** have any questions about **your** contract or the handling of a claim, then in the first instance **you** should contact **your** insurance broker or intermediary who arranged this insurance for **you** or the branch that issued the policy.

If **you** are still not satisfied with the service and wish to make a complaint, **you** may do so in writing or verbally using the contact details below:

Compliance Officer  
Liberty Mutual Insurance Europe SE  
20 Fenchurch Street  
London EC3M 3AW  
Tel: +44 (0) 20 3758 0840  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting **your** policy and/or claim number;

or

Compliance Officer  
Liberty Mutual Insurance Europe SE  
5-7 rue Léon Laval

L-3372 Leudelange  
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting **your** policy and/or claim number.

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to the Financial Services and Pensions Ombudsman (FSPO) which is a free and impartial service, who may be contacted at:

Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.  
Tel: (01) 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

To confirm whether you are eligible to ask the FSPO to review your complaint please contact them at <https://www.fspoi.ie/>

Alternatively, as Liberty Mutual Insurance Europe SE is registered as a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies (instead of referring to the Financial Ombudsman Service): Commissariat aux Assurances ([www.caa.lu](http://www.caa.lu)), Service National du Médiateur de la consommation - consumers only - ([www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)) or Médiateur en Assurances ([www.ulc.lu/fr](http://www.ulc.lu/fr)).

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service - this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

## Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if a Lloyd's insurer is unable to meet its obligations to **you** under this insurance.

If **you** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

## The effect of other insurance

If at the time of death or **humane destruction** of the **horse you** have any other insurance in force in respect of the **horse** (whether or not such insurance is valid or collectable) then **we** will not pay any claim unless **we** have acknowledged (in writing) the other insurance.

If **we** have acknowledged the other insurance, then **we** will only pay a maximum of **our** proportion of the **fair market value** of the sum insured for the **horse** as shown in the **certificate**. For example, if the **horse** is valued at GBP10,000 and both insurances provide a sum insured of GBP10,000, **we** will only pay a maximum of 50% of **our** sum insured; GBP5,000 in this example.

## Our rights

**We** may take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance. If **we** make any payment under this insurance **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense.

**You** must provide all information and documents and give to **us** all such assistance as **we** may require to secure such rights and remedies.

**You** must do nothing either before or after a loss that limits, restricts or waives **our** legal rights unless **you** have **our** prior written permission. For example, **you** must not enter into any contract that limits, restricts, waives or otherwise impairs **your** right to recover from anyone who may be liable to **you** for a loss that is otherwise covered by this insurance.

**We** will be entitled to all recoveries from third parties until the amount of **our** payment under this insurance has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to **you** for the uninsured loss, if any.

Any sums or property received by **you** that are due to **us** must be held on trust for **us** and must as soon as possible be paid and/or delivered to **us** following receipt.

**We** will exercise our rights in accordance with the Consumer Insurance Contracts Act 2019, specifically those sections in force and commenced.

## Data Protection

### How Liberty Specialty Markets uses Your Personal Data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting **your** privacy. There are a number of different companies within **our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of **your** personal data will be the organisation providing **your** policy as set out in the documentation that is provided to **you**.

If **you** are unsure **you** can also contact **us** at any time by e-mailing **us** at [dataprotectionofficer@libertyglobalgroup.com](mailto:dataprotectionofficer@libertyglobalgroup.com)

or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or **broker** with details about other people, **you** must provide this notice to them.

In order for **us** to deliver **our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **we** need to collect and process personal data. The type of personal data that **we** collect will depend on **our** relationship with **You**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **our** regulators or fraud prevention agencies. **We** also collect personal data about **our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at [www.libertyspecialtymarkets.com/privacy-cookies](http://www.libertyspecialtymarkets.com/privacy-cookies) for further information on how **your** personal data is used and the rights that **you** have in relation to the personal data **we** hold about **you**. Please contact **us** using the details above if **you** wish to see the privacy notice in hard copy.

### **Sanctions**

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **Stamp Duty**

Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### **Choice of law and jurisdiction**

**You** and **we** are free to choose the law applicable to this insurance. Unless **you** and **we** specifically agree to the contrary this insurance shall be governed by the laws of The Republic of Ireland and subject to the exclusive jurisdiction of the courts of The Republic of Ireland.

Any provision in this insurance which is in clear conflict with the law which applies to the country in which **you** live, shall be amended to conform to the minimum requirements of that law. However, the specific terms of this insurance shall remain in force whenever possible.

### **Rights of third parties**

**You** and **we** are the only parties to this policy. Nothing in this policy or any extension to cover is intended to give any other person any right to enforce any term of this policy.

## ADDITIONAL COVERAGE: THEFT

### What is covered

Subject to all of the terms and conditions of this insurance and the additional important conditions below, following:

1. theft of the **horse**; or
2. death or **humane destruction** of the **horse** directly resulting from theft of the **horse**

which occurs during the **period of insurance**, we will pay you the **fair market value** of the **horse** at the time of the theft up to the sum insured stated in the **certificate**.

### What is not covered

We will not pay for any loss in any way:

1. arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of **you** being induced by fraud, trickery or similar false pretences; or
2. relating to any embryo within a mare or for any of her foals, unless the embryo or foal is listed separately in the **certificate**.

### Additional important conditions

We will not pay for any loss of the **horse** by theft until ninety (90) days after the incident is reported to us and we will only pay if the **horse** has not been recovered during that period.

In the event we make any payment under this additional coverage, we reserve the right to take title and possession of the **horse** if it is subsequently recovered.

If **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party this insurance, in its entirety and with respect to all **horses** stated in the **certificate**, will be cancelled.

If any of the following important conditions are breached, we may not pay your claim or we may cancel your insurance:

- a) In the 12 months prior to the **period of insurance** there must have been:
  - i. no theft or attempted theft of the **horse** or any other horse at the property where the **horse** is kept, or
  - ii. no threat made against **you** or the **horse**.
- b) **You** must as soon as possible report the theft of the **horse** to us and to the local Police, obtain an incident number and follow their recommendations.

**You are not automatically covered under any of the following sections unless purchased and shown on your schedule of insurance**

**EQUINE ECONOMIC SLAUGHTER AND PERMANENT LOSS OF USE (due to Accidental, External & Violent injury only) EXTENSION ENDORSEMENT**

This endorsement will only apply to coverage if you have elected to purchase Basic Cover + 75% Loss of Use or Basic Cover + 100% Loss of Use and have paid the appropriate premium.

**Definitions**

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance.

**What is covered**

This insurance is extended to pay you if during the **period of insurance** a **horse** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **certificate**. The permanent incapacity must:

- (a) be deemed permanent incapacity in the opinion of **your and our veterinary surgeons**;
- (b) result from an accident, injury, illness or disease first occurring and first manifesting itself during the **period of insurance**; and
- (c) justify the destruction of the **horse** for economic reasons.

This extension in **your** cover is subject to all of the terms and conditions of the insurance to which this **endorsement** relates, as well as the additional important conditions and specific exclusions below.

**We** will pay you dependent on the level of cover you have purchased. However, this will not exceed either 75% or 100% of whichever is the lower of the **Fair Market Value** or the sum insured specified in the **certificate** in respect of the **horse**.

**What is not covered**

**We** will not make any payment for any loss:

- a) as a result of blemishing;
- b) due to inability of the **horse** to breed;
- c) as a result of a **horse** being barred from participating in shows by virtue of competition regulations, the exclusion being applicable only with respect to any **horse** suffering from a wind condition or which has been operated on for such conditions;
- d) as a result of lack of ability or suitability or behavioural problems;
- e) that is not as a direct result of an accidental, external and violent injury which causes a visible external wound.

**Additional important condition**

**You** must as soon as possible, and in any event before the end of this insurance, provide **us** with written notice of the accident, injury, illness or disease.

**How we deal with your claim**

1. Following notification in accordance with the important additional condition above, in the event that the accident, injury, illness or disease has not resulted in a permanent total incapacity until after the expiry date of this insurance, claims shall be considered under this Endorsement providing the permanent total incapacity as agreed by two **veterinary surgeons**, one appointed by you and

one appointed by **us**, arose within 12 (twelve) months from the date of such occurrence and manifestation.

2. Following notification in accordance with the important additional condition above, **we** will have the option of removing the **horse** for examination and/or treatment by **our** appointed **veterinary surgeon**. This may include having the horse assessed from a riders perspective at an agreed professional yard to determine the significance of the condition.

3. In the event of a disagreement between **your** and **our veterinary surgeons** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinary surgeon** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the appointing party, and the fee of the mutually agreed independent **veterinary surgeon** shall be shared equally between **you** and **us**.

4. **We** have the right to take undisputed ownership of the **horse** and all papers pertaining to it. In the event of **us** not electing to take ownership of the **horse**, a certificate of destruction is required to be attached to the Claim Form and Release before **we** will agree to make any payment.

5. If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for personal pleasure purposes only and in retirement from any competition use then, dependant on which level of cover **you** have purchased, **we** will pay either 65% or 90% of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**. Before **we** make any payment, **you** must at **your** own expense have the **horse** marked in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out.

6. If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for breeding purposes only and in retirement from any competition use then, dependant on which level of cover **you** have purchased, **we** will pay either 75% or 100% of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**, less the residual value of the **horse**.

The residual value being the value of the **horse** as a breeding horse as opposed to a competition horse. For example, if the horse is worth EUR 8,000 as a competition horse and EUR 2,000 as a breeding horse, the residual value is EUR 2,000 and that will be deducted from the loss of use settlement.

The residual value is negotiable but is subject to a minimum of 10% of the sum insured.

## EQUINE TWELVE MONTHS EXTENSION ENDORSEMENT

### Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance.

### What is covered

If **you** renew this insurance with **us**, the 90 day extension period in this insurance, found at “What is Covered 2” on page 7, is extended to 12 months.

This extension in **your** cover is subject to all the terms, conditions and exclusions of the insurance to which this **endorsement** relates, as well as the additional important condition below.

### Additional important conditions

In the event that the **horse** is over thirteen (13) years of age when the original ninety (90) days extension period ends, then the amount that **we** will pay as specified in the **certificate** will be reduced by the following:

25% if a 14 year old,  
33% if a 15 year old,  
40% if a 16 year old,  
50% if a 17 year old

### What is not covered

This **endorsement** shall not apply to the **horse** if, when the original ninety (90) days extension period ends, the **horse** is eighteen (18) years of age, or over.

## TACK AND SADDLERY EXTENSION ENDORSEMENT

### Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance, or as shown below.

**Tack and Saddlery** means those items belonging to **you** which are normally attached to the **horse** whilst being used for the activities as defined in the **certificate**, such as saddles, leathers, irons, bridles, harnesses, and other riding tack.

*Totally enclosed and secure building means a building or metal container secured to the ground, the doors of which are locked by a minimum of a mortice deadlock and the windows of which are also securely locked.*

**Excess** means the monetary amount **you** must pay in the event of a loss or losses covered by this insurance before any claim shall be payable.

### What is covered

This insurance is extended to reimburse **you**, following physical loss, theft or damage to **Tack and Saddlery** occurring during the **period of insurance**.

This extension in **your** cover is subject to all of the terms and conditions of the insurance to which this **endorsement** relates, as well as the additional important conditions and specific exclusions below.

**We** will pay **you** the market value of the covered items as at the time of loss, up to a maximum of the amount specified for this extension in the **certificate**, and after the application of the **excess**. A separate **excess** is applied for each separate incident occurring during the **period of insurance**.

### Additional important conditions

For the purpose of this Extension only, **you** must, within 60 (sixty) days of the event, provide **us** with:

- a) a completed claim form describing the damage or disappearance; and
- b) in the event of theft a police report; and
- c) proof of purchase and proof of actual value at the time of loss, including copies of all invoices, receipts or other information which would assist **us** in dealing with **your** claim.

### What is not covered

This **endorsement** does not cover:

1. Loss or damage caused by wear and tear or gradual deterioration, scratching or denting.
2. Any clothing or personal effects.
3. Rugs.
4. Loss or damage caused by moth, vermin or atmospheric conditions, including damp, rust or oxidisation.
5. Loss or damage caused by dyeing, cleaning, repair or renovation.
6. Loss or damage caused by use at a riding school, unless if occurring while **you** are a pupil.
7. Theft from a riding school or commercial premises with more than 10 horses, unless privately owned and stored in an alarmed tack room.

8. Theft, unless from a **totally enclosed and secure building** which involves violent and forcible entry. Large immovable metal containers suitably attached to the ground by heavy duty bolt/rivet or shipping containers are also covered, providing the locking requirements are met. Such theft must be occasioned by violent and forcible entry to the building or where there has been a threat of immediate violence or violent intimidation. Any loss by theft must be reported to, and recorded by the police and a written report obtained.

9. Theft from a motor vehicle which does not involve violent and forcible entry to the vehicle, unless there has been a threat of immediate violence or intimidation.

# Public Liability Extension Endorsement

## Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance, or as shown below.

**Damage** means direct physical loss, destruction, or damage which is both sudden and accidental to tangible property. Damaged will have the equivalent meaning.

**Injury** means bodily injury, death, disease, illness, nervous shock or mental injury.

**Legal Costs** means costs of your legal representation at:

- (a) any Coroner’s Inquest or Fatal Accident Inquiry;
  - (b) proceedings in any court arising out of any alleged breach of statutory duty;
- all other reasonable costs and reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with our consent.

**Property** means material property of a third party. For the purposes of this Policy electronic data is not property.

**Territorial Limits** means

- (a) anywhere in or between the Republic of Ireland and the United Kingdom;

- (b) anywhere in EEA Countries during the first 30 days during which **you** are temporarily abroad in any one **period of insurance**.

**You/ Your/ Yours/ Authorised Users** means

- (a) the person(s) named in the **certificate**.
- (b) the insured person’s immediate family;
- (c) any person who with the insured person’s permission is riding, driving or leading you or has custody and control of the horse, provided they observe the terms and conditions of this policy. These persons mentioned under the sub-section (c) will be further defined as authorised users under this policy.

But in all cases for (a) and (b) for persons domiciled within Ireland.

## What is covered

- (1) **We** will pay **you** for any damages and claimants costs and expenses **you** incur for legal liability in respect of:

- (a) **injury** sustained by any person;
- (b) **damage to property**

caused by **your horse** and occurring during the **period of insurance** and within the **territorial limits** of this **endorsement**.

- (2) **We** will pay any reasonable **legal costs** incurred in connection with any event which is covered under (1) above, but only if **we** have first agreed in writing to these costs.

The most **we** will pay for any one claim is the amount specified for this extension in the certificate. This total includes damages, claimant’s costs and expenses and **legal costs**.

## What is not covered (policy exclusions)

This **endorsement** will not apply to any legal liability, **legal costs** or any other costs, fees or expenses of whatever nature directly or indirectly caused by or arising out of the following:

### (1) Injury Sustained by Persons Employed

**injury** sustained by anyone employed by **you** arising out of and in the course of their employment with **you**.

### (2) Vehicles

the ownership or possession or use of any mechanically propelled vehicle by **you** or on **your** behalf.

### (3) Property in your Care, Custody or Control

loss of or **damage** to any property which at the time of the event giving rise to such liability is owned by or held in trust by or in your care, custody or control or any person employed by you.

### (4) Mould and Fungus

any loss, cost or expense arising out of or resulting from or in connection with any Fungal Pathogens. For the purpose of this exclusion “Fungal Pathogens” means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

### (5) Pollution

any loss cost or expense arising out of or resulting from or in connection with any Pollution. For the purpose of this exclusion "Pollution" means the actual or threatened discharge, seepage, migration of any pollutant pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or damage or injury caused by such pollution contamination.

**(6) Fines, Liquidated Damages, Penalty Clauses and Performance Warranties**

fines, liquidated damages, penalty clauses or performance warranties.

**(7) Punitive and Exemplary Damages**

punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages. Under this policy, this means additional damages awarded in excess of the claimant's losses and costs.

**(8) Excess**

the amount of the **excess**, which is EUR 600.00 for any loss or damage to third party property.

**(9) Trade, Business or Profession**

from **your** trade, business or profession, including instruction.

**(10) Deliberate Acts**

from or caused by any deliberate act or omission by **you** or on **your** behalf.

**(11) Injury to Rider**

from **injury** to **you** or any person named as insured under this **policy**. This exclusion does not apply to **authorised users**.

**(12) Participant to Participant**

from participant to participant **injury** when the insured **horse** is being used for Polo or Racing under rules.

**(13) Racehorses**

the ownership, possession or operation by **you** of Racehorses.

**(14) Service by a Stallion**

the serving or attempted service of a mare by a stallion.

**(15) Horse Trailers**

the towing of a horse trailer.

**(16) Road Traffic Act**

compulsorily insurable under any Road Traffic Act or similar legislation.

**(17) Contractual Liability**

under a contract and would not otherwise have attached.

**(18) Radiation and Nuclear**

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

**(19) War**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**(20) Cyber**

involving the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.

**(21) Terrorism**

any act of **Terrorism**.

## PERSONAL ACCIDENT EXTENSION ENDORSEMENT

### Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance or as shown below.

"**Bodily Injury**" means identifiable physical injury which:

- i. is caused by an **accident**, and
- ii. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions **your** death or disablement within twelve months from the date of the **accident**.

"**Accident**" means a sudden, unexpected, unusual, specific event which occurs whilst **You** are:

- i. leading, grooming, mounting, dismounting, riding, lunging or handling the **horse**, or
- ii. riding on a horsedrawn vehicle drawn by the **horse**.

"**Permanent Total Disablement**" means disablement which lasts for twelve months and at the expiry of that period is beyond hope of improvement and which entirely prevents the Insured Person from attending to his usual business or occupation or, for a child, prevents him from performing the normal activities of a healthy person of the same age and experience.

"**Loss of Limb**" means loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm, foot or leg.

### What is covered

This insurance is extended to pay the compensation shown in the Schedule of Compensation if **you** suffer bodily injury as result of an **accident** during the **period of insurance**.

This extension in **your** cover is subject to all the terms and conditions of the insurance to which this **endorsement** relates, as well as the additional important conditions below.

All payments **we** make under this **endorsement** are limited to the amounts stated in the Schedule of Compensation below.

### Additional important conditions

**We** will not pay the compensation unless all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition are made available on request to any medical adviser appointed by or on **our** behalf. **Our** medical adviser will, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make an examination of **you**.

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **accident**.
2. The total sum payable under this **endorsement** in respect of any one or more **accidents** shall not exceed in all the largest Sum Insured under any one of the items contained in the Schedule of Compensation.
3. Compensation shall only be payable under items of the Schedule of Compensation if:
  - a. under item 1, death occurs within twelve months of the date of the **accident**.
  - b. under items 2 - 6 loss occurs within twelve months of the date of the **accident**.
  - c. under item 7, **you** become totally disabled within twelve months of the date of the **accident**, and **your** disablement lasts for twelve months

4. If the consequences of **your accident** are aggravated by any condition or physical disability that existed before the **accident** occurred, the amount of any compensation payable under this **endorsement** in respect of the consequences of the **accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been aggravated.
5. Notice must be given to **us** as soon as reasonably practicable of any **accident** which causes or may cause disablement within the meaning of this **endorsement**, and the **you** must as early as possible place yourself under the care of a duly qualified medical practitioner.
6. Notice must be given to **us** as soon as reasonably practicable in the event of **your** death resulting or alleged to result from an **accident**.

### What is not covered

This **endorsement** does not cover:

1. any person over 75 years of age.
2. **You** engaging in or taking part in Point to Point, National Hunt or Flat Racing or Advanced Eventing or Polo.
3. suicide or attempted suicide or intentional self-injury or **your** being in a state of insanity.
4. deliberate exposure to exceptional danger (except in an attempt to save human life) or **your** own criminal act, or **you** being under the influence of alcohol or drugs.

### SCHEDULE OF COMPENSATION

Schedule of Compensation Item		Sum Insured
1	Accidental Death anyone aged 16 years and over Accidental Death anyone under the age of 16 years (Accidental Death shall mean the persons age at the date of the <b>accident</b> )	EUR 20,000 EUR 3,175
2	Total and irrecoverable loss of sight in both eyes	EUR 20,000
3	Total and irrecoverable loss of sight in one eye	EUR 6,666
4	Loss of two limbs	EUR 20,000
5	Loss of one limb	EUR 6,666
6	Total and irrecoverable loss of sight in one eye and loss of one limb	EUR 20,000
7	Permanent Total Disablement (other than total loss of sight in one or both eyes or loss of limb(s))	EUR 20,000