

---

**ALLIANZ GLOBAL CORPORATE & SPECIALTY**  
**AVIATION AIRPORT OWNERS AND OPERATORS LIABILITY INSURANCE**

---

**Allianz Global Corporate & Specialty SE**

-----  
**Policy Number: D1944570**

Allianz Global Corporate & Specialty SE (Insurers) hereby agree, in consideration of the premium specified in the Schedule having been paid or agreed to be paid to us by or on behalf of the Insured and in reliance upon the statements in the Schedule, to indemnify the Insured against its legal liability or expense in the manner provided herein.

This Policy is in accordance with the authorisation granted under Contract Number B0524CSPXXX31419 by Allianz Global Corporate and Specialty SE to the undersigned (who act as an agent for the underwriters performing its duties under the contract) for 100%, and in consideration of the premium specified herein, the said underwriters are hereby bound to insure in accordance with the terms and conditions herein or endorsed hereon.

*Signatures of the Coverholder:*



---

Examined by for and on behalf of Crispin Speers & Partners Ltd  
St. Clare House, 30-33 Minories, London. EC3N 1PE  
09/04/2019



---

Authorised Signatory for and on behalf of Crispin Speers & Partners Ltd  
St. Clare House, 30-33 Minories, London. EC3N 1PE  
09/04/2019

**AVIATION AIRPORT OWNERS AND OPERATORS  
LIABILITY INSURANCE.**

**INSURED:** Irish Coursing Club and/or Irish Coursing Club Holdings Limited and/or associated and/or subsidiary company for their respective rights and interests

**PERIOD:** From 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020 both days inclusive at the address of the Insured

**RISK:** Aviation Airport Owners and Operator's Liability Insurance.

**POLICY NO:** D1944570

-----

Whereas the Insured named in the Schedule herein has made to us the Insurers a written proposal and declaration, bearing the date specified in the Schedule, which is hereby agreed to be the basis of this contract and is deemed to be incorporated herein and has paid to us the premium or consideration specified in the Schedule.

**NOW WE THE INSURERS** hereby agree to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgement be adjudged to pay up to but not exceeding the amounts specified in the Schedule, to any person or persons as damages -

- (a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury)

or

- (b) for loss of or damage to property of others (hereinafter referred to as property damage)

caused by accident occurring during the period mentioned in the Schedule and arising out of the hazards set forth in Sections 1, 2 and 3 below.

## SECTION 1

### Bodily injury or property damage

- (a) in or about the premises specified in the Schedule as a direct result of the services granted by the Insured.
- (b) elsewhere in the course of any work or of the performance of any duties carried out by the Insured or his employees in connection with the business or operations specified in the Schedule.

caused by the fault or negligence of the Insured or any of his employees engaged in the Insured's business or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business.

This Section is subject to the following exclusions:-

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled serviced or maintained by the Insured or any servant of the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the premises specified in the Schedule.
2. Bodily injury or property damage caused by:
  - (a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.
  - (b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this policy, whether such Section is Insured hereunder or not.
3. Bodily injury or property damage arising out of any Airmeet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Insurers.
4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed

by Insurers.

5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the premises specified in the Schedule.

## SECTION 2

Loss of or damage to aircraft or aircraft equipment, not owned, rented or leased by the Insured, whilst on the ground in the care, custody or control of or whilst being serviced, handled or maintained by the Insured or any servant of the Insured.

This Section is subject to the following exclusions:-

- (a) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.
- (b) Loss of or damage to aircraft or aircraft equipment, hired or leased by or loaned to the Insured.
- (c) Loss of or damage to any aircraft while in flight as defined.

## SECTION 3

Bodily injury or property damage arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees, but only in respect of such goods or products which form part of or are used in conjunction with aircraft, and then only after such goods or products have ceased to be in the possession or under the control of the Insured.

This Section is subject to the following exclusions:-

- (a) Damage to the property of the Insured or to property within his care, custody or control.
- (b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.
- (c) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as Insured hereby resulting therefrom.
- (d) Loss of use of any aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

**Exclusions applicable to all Sections of this Policy:-**

1. **THIS POLICY DOES NOT COVER** liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his Insurer may be held liable under any workman's compensation, unemployment compensation or disability benefits law or any similar law.
2. **THIS POLICY DOES NOT COVER** the cost of making good any faulty workmanship for which the Insured, his employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
3. **THIS POLICY DOES NOT COVER** liability assumed by the Insured by agreement under any Contract unless such liability would have attached to the Insured even in the absence of such Agreement.
4. **THIS POLICY DOES NOT COVER** liability of the Insured directly or indirectly occasioned by, or happening through or in 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.
5. **THIS POLICY DOES NOT COVER** liability arising out of the operation of an airfield control tower unless previously agreed by Insurers.
6. **EACH SECTION** of this policy excludes liability which is or would be covered under any other section of the policy whether such other section is Insured hereunder or not.
7. **THIS POLICY** is subject to the attached Nuclear Risks Exclusion Clause.

**Payment of Costs:-**

In addition to the limits set out in the Schedule, Insurers will pay all legal and other costs incurred with their consent in the defence of any claim made against the Insured.

**Provided that**

In the event of their requiring any claim to be contested

- (a) If the claim be successfully resisted by the Insured the Insurers will pay all costs, charges and expenses incurred by the Insured in connection therewith up to but not exceeding the sum Insured under this policy.

- (b) If a payment exceeding the sum Insured has to be made to dispose of a claim the liability of Insurers to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum Insured by this policy bears to the amount paid to dispose of the claim.

### Definitions

1. **ACCIDENT.** The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
2. **FLIGHT.** The term "in flight" means the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run.

### General Conditions

1. Upon the happening of any accident likely to give rise to a claim under this policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to the Insurers as soon as possible after same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.
2. All notice as specified above shall be given by the Insured to the person(s) or firm named for the purpose in the Schedule.
3. If any claim under this policy is also covered in whole or in part by any other insurance, the liability of Insurers shall be limited to their ratable proportion of such claim.
4. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this policy shall become void, and all claims hereunder shall be forfeited.
5. This policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided 15 days notice in writing be given. (when 15 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefor).

If the policy shall be cancelled by the Insured the Insurers shall retain the earned premium hereon for the period that this policy has been in force calculated in accordance with the basis in the Schedule, or the short rate proportion of the minimum premium, calculated in accordance with the customary scale which ever is the greater.

If the policy shall be cancelled by Insurers they shall retain the earned premium hereon for the period that this policy has been in force, calculated in accordance with the basis in the Schedule or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

6. It is a condition precedent to the right of the Insured to be indemnified under this insurance that
  - (a) If after this insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately.
  - (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.
  - (c) The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.
  - (d) The Insured shall comply with all International and Government Regulations and Civil Instructions.
7. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit (s) of liability stated in this policy.

## NUCLEAR RISKS EXCLUSION CLAUSE

1. This Policy does not cover:
  - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
  - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1(b) and (c) above shall not include:
  - (i) depleted uranium and natural uranium in any form;
  - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
  - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
  - (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to



any more restrictive legislation, when it shall in all respects have complied with such legislation;

- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination  (Averaged over 300 cm <sup>2</sup> )
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup>  (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup>  (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

- (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

#### AVN 38B

#### NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

- (a) claims excluded by Paragraph 1 or
  - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
- (i) damages awarded against the Insured and
  - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

**AVN 46B 1.10.96**

**WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE  
(AVIATION)**

This Policy does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

#### AVN 48B 1.10.96

### EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), IN CONSIDERATION of an Additional Premium of Nil., it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B.

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3. LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be a sub-limit of EUR 12,700,000 or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.

4. AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

(i) **All cover**

- upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America

(ii) **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B**

- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved

(iii) **All cover in respect of any of the Insured Aircraft requisitioned for either title or use**

- upon such requisition

PROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

5. REVIEW AND CANCELLATION

(a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.

(b) **Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to subparagraphs (c), (d), (e), (f) and/ or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

(c) **Cancellation (7 days)**

The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.

(d) **Notices**

All notices referred to herein shall be in writing.

AVN 52G 17.10.01

**ASBESTOS EXCLUSION CLAUSE**

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

2488AGM00003

**INSURERS LIABILITY CLAUSE**

**(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07

LMA3333

#### DATE RECOGNITION EXCLUSION CLAUSE

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

**AVN2000A 14.03.01**

#### DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

1. accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Policy period and arising out of a risk insured under the Policy; and/or
2. accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph 2 and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.
2. Nothing in this Endorsement shall provide any coverage:
  - (a) applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
  - (b) in respect of grounding of any aircraft; and/or
  - (c) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

**AVN 2002A 21.3.01**

(Applicable to non Aircraft Liability only)

**CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE**

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

**AVN 72 9.2.2000**

**Sanctions and Embargo Clause**

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the

Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.

3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

**AVN 111 01.10.10**

#### **EU Contract Continuation Clause**

[Notwithstanding the provisions of the Euro Contract Continuity Clause LSW1820 or any cancellation provision in the Policy.]

1. In the event that a (Re)Insurer will no longer be permitted to (re)insure risks covered under this Policy due to the withdrawal of the United Kingdom from the European Union, such (Re)Insurer (hereinafter referred to as “the Exiting (Re)Insurer”) will have the right to transfer its participation hereunder to another (re)insurer permitted to (re)insure risks covered under this Policy (hereinafter referred to as “the Replacing (Re)Insurer”) provided:
  - (a) The Replacing (Re)Insurer is a member of the same corporate group as the Exiting (Re)Insurer.
  - (b) The Replacing (Re)Insurer accepts the participation of the Exiting (Re)Insurer on the same Policy terms (including premium), conditions, limitations and exclusions.
  - (c) The Replacing (Re)Insurer has a security grading not less than that of the Exiting (Re)Insurer as issued by Standard & Poor’s Insurance Rating (a division of the McGraw-Hill Companies) or successor thereof or AM Best Company Inc. or successor thereof.
  - (d) Such transfer is completed at least [45] days prior to the date that the Exiting (Re)Insurer is no longer permitted to (re)insure risks covered under this Policy. The transfer date and Replacing (Re)Insurer will be notified to the (Re)Insured via the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) within [10] days of such completion. The participation of the Exiting (Re)Insurer will transfer to the Replacing (Re)Insurer with effect from such transfer date.
2. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Policy terms up to the transfer date. Any unearned premium to be returned by the Exiting (Re)Insurer will be transferred to the Replacing (Re)Insurer with the balance (if any) being payable by the (Re)Insured to the Replacing (Re)Insurer on the existing payment terms.



The Replacing (Re)Insurer will not invoke any delay in payment of the unearned premium by the Exiting (Re)Insurer to suspend or cancel the Policy.

3. To the extent permitted, unless otherwise agreed:
  - (a) All claims payable by the Exiting (Re)Insurer will be handled by the Exiting (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation up to the transfer date and subject to Policy terms, conditions, limitations and exclusions.
  - (b) All claims payable by the Replacing (Re)Insurer will be handled by the Replacing (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation on or after the transfer date and subject to Policy terms, conditions, limitations and exclusions.
  - (c) All monies, other than claims, payable as between the Exiting (Re)Insurer and the Replacing (Re)Insurer under or by reason of this Policy shall be payable in proportion to their participation effective up to or after the transfer date respectively.
4. In the absence of notification of such transfer to the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) [30] days prior to the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Policy, the participation of the Exiting (Re)Insurer will be terminated with effect from the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Policy. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Policy terms up to the date of termination.

Appointed Broker/Intermediary: Crispin Speers and Partners Limited

**SCHEDULE**

1. The Policy Number is: **D1944570**
  
2. The name and address of the Insured are: Irish Coursing Club and/or Irish Coursing Club Holdings Limited and/or associated and/or subsidiary companies for their respective rights and interests
  
3. The nature of the Insured's business or operation in respect of which the policy is effected is:-  

Aviation Airport Owners and Operators Liability insurance.
  
4. The place(s) in or about which the indemnity granted by the policy is to apply is (are):-  

Helicopter landing pad, Powerstown Park, Clonmel, Co. Tipperary, Ireland
  
5. The amount of indemnity shall not exceed:-  

Section 1 - Premises (Bodily Injury / Property Damage) EUR 12,700,000 any one occurrence

Section 2 - Hangarkeepers (Property Damage) Not Covered

Section 3 - Products (Bodily Injury / Property Damage) Not Covered
  
6. Deductibles:  

EUR 1,000 any one occurrence
  
7. Annual Premium:  

EUR 725 plus Irish Tax and Levy
  
8. Period of insurance is:  

from 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020 both days inclusive at the address of the Insured
  
9. The name and address of person(s) or firm to whom all notices shall be given is:-  

Crispin Speers & Partners Limited  
St Clare House  
30-33 Minories  
London  
EC3N 1PE

## SECTION VI: COMPLAINTS

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with a high standard of service.

If you have any questions about your insurance or claim, you should, in the first instance, contact your insurance broker or adviser. Alternatively, you can contact us directly as below.

However, if you wish to make a complaint concerning any aspect of the services provided by us regarding your insurance or claim, please contact:

The Compliance Officer	Tel: +44 (0)20 7977 5700
Crispin Speers & Partners Ltd.	Fax: +44 (0)20 7702 9276
St Clare House	e-mail: <a href="mailto:cspcomplaints@cspinsurance.com">cspcomplaints@cspinsurance.com</a> .
30-33 Minories	
London, EC3N 1PE	

In the event that you remain dissatisfied and wish to make a further complaint you can do so at any time by referring the matter to either:-

Allianz Global Corporate and Specialty	Tel: +44 (0)20 3451 3989
C/o Tony Avery	Tel: 0203 451 3000
Underwriting Manager General Aviation	Fax +44 (0)20 7327 5225
60 Gracechurch Street	e-mail: <a href="mailto:tony.avery@allianz.com">tony.avery@allianz.com</a>
London, EC3V 0HR	

If you remain dissatisfied after Insurers or Crispin Speers & Partners Ltd has considered your complaint and:-

- you are a private individual, or
- you are a micro business, i.e. have an annual turnover of under EUR 2million and fewer than ten employees

without prejudicing your right to take legal action, it may be possible for you to refer your complaint to the Financial Ombudsmen Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The address of the Financial Ombudsman Service is

Financial Ombudsman Service	
Exchange Tower	Tel: +44 (0)20 7964 0500
London,	e-mail: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
E14 9SR	web: <a href="http://www.financial-ombudsman.org.uk/">www.financial-ombudsman.org.uk/</a>

This must be done within 6 months of the final response

**CERTIFICATE OF INSURANCE**

**Policy Number:** D1944570

**Insured:** Irish Coursing Club and/or Irish Coursing Club Holdings Limited and/or associated and/or subsidiary company for their respective rights and interests

**Additional Insured:** None.

**Insurer:** Allianz Global Corporate & Specialty SE  
Allianz House  
60 Gracechurch Street  
London  
EC3V 0HR

**Period of Insurance:** From 1<sup>st</sup> April 2019 until 31<sup>st</sup> March 2020 both days inclusive at the address of the Insured.

**Interest:** Aviation Airport Owners and Operators Liability insurance.

**Limit of liability:**

- Section 1 - Premises (Bodily Injury / Property Damage) EUR 12,700,000 any one occurrence
- Section 2 - Hangarkeepers (Property Damage) NOT COVERED any one occurrence
- Section 3 - Products (Bodily Injury / Property Damage) NOT COVERED any one occurrence and in the annual aggregate.

**Deductibles:** NIL each and every loss

**Signature of person acting on behalf of Insurer:**



Authorised Signatory for and on behalf of Crispin Speers & Partners Ltd (Coverholder)  
St. Clare House, 30-33 Minories, London. EC3N 1PE  
09/04/2019

**Date of Authentication:** 9<sup>th</sup> April 2019

Please examine all documents carefully and advise us immediately if it is incorrect, or does not meet your requirements. In the event of any discrepancy between this document and the policy, this policy should prevail.