



EQUINE LIABILITY INSURANCE POLICY- IRELAND

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

**THIS POLICY IS ADMINISTERED
BY
THE UNDERWRITING EXCHANGE (IRELAND) LTD
16 Fitzwilliam Place
Dublin
DO2 FF82**

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Definitions

Wherever the following words appear in bold they will have the meanings shown below for the purposes of this Policy:-

Advertising Injury

- means:
- (a) libel, slander or defamation; and/or
 - (b) any infringement of design, patent, copyright, title or slogan; and/or
 - (c) piracy, plagiarism, passing off or unfair competition or idea misappropriation under an implied contract; and/or
 - (d) any invasion of right of privacy; and/or
 - (e) any of the foregoing alleged by any other name;

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, by **You** or on **Your** behalf and arising out of **Your** advertising activities.

Business

means the business as stated in the **schedule** conducted at or from **Premises** within the **Territorial Limits** and shall include:

- (a) The provision and management of canteen, social, sports and welfare organisations for the benefit of **Employees** and **Your** ambulance, first aid, fire, medical and security services.
- (b) Private duties undertaken by an **Employee** for **You** or, with **Your** consent, for any director or partner.
- (c) The ownership, repair and maintenance and decoration of **Your Premises**.
- (d) Participation in exhibitions, trade fairs, conferences and the like.

Cyber Incident

- means:
- (a) the use of any application, process, software, code or programme in connection with any electronic equipment for example a computer, mobile phone or

internet capable electronic device regardless of whether such use is unauthorised or malicious, or an error, omission or an accident.

(b) a computer virus or computer-related hoax.

Damage

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

Data

means facts concepts and/or information converted to a form useable in **Your** computer operations, for example **Business** and customer files and accounts, owned leased or rented by **You** or for which **You** are legally responsible

Employment Practices

means any wrongful or unfair dismissal, denial of natural justice, misleading representation or advertising sexual harassment or discrimination directly related to employment by **You**.

Employee

means:

(a) a person under contract of service or apprenticeship with **You**;

(b) a labour master or labour only sub-contractor or person supplied by any of them;

(c) a self employed person;

(d) a person hired to or borrowed by **You**;

(e) a person undertaking study or work experience;

(f) a person supplied to **You** under a contract or agreement, the terms of which deem such a person to be in **Your** employment;

(g) a casual labourer or volunteer while working under **Your** control in connection with **Your Business**.

Excess

means the amounts specified in the **Schedule** which **You** shall pay in respect of all damages, compensation, claimants' costs, **Legal Costs**, defence costs and expenses before **We** shall be liable to make any payment. The **Excess** shall apply to each **Occurrence** other than in respect of legal

	liability arising out of Injury , where the Excess shall not apply		substitution) and any Endorsements attaching to this document or the Schedule .
Horse(s)	means any horse, pony, donkey, mule, ass or jennet	Pollutant	means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.
Indemnify	means We will pay You for liabilities incurred under the terms of this Policy , for example Legal Costs or damages and claimants' costs. Indemnified shall have the same meaning.	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.
Injury	means bodily injury, death, disease, illness, nervous shock or mental injury.	Premises	means any place(s) leased rented or owned by You and used for the purposes of Your Business within the Territorial Limits .
Legal Costs	means costs of Your legal representation at: (a) any Coroners 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. However, all office expenses of the Business , all expenses for Employees and general retainer fees normally paid by the Employer are excluded.	Premium	means the amount You must pay Us for this insurance as specified in the Schedule .
Occurrence	means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in Injury and/or Damage to Property . All Injury or Damage to Property consequent upon or attributable to one source or originating cause shall be deemed to be one Occurrence irrespective of the period of time after the commencement of the Policy period or the number of persons or organisations who sustain Injury and/or Damage to Property .	Product	means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by You or on Your behalf and no longer in Your possession or under Your control. However, food or drink for consumption on Your Premises or at any other Premises where You are conducting Your Business is excluded.
Period of Insurance	means the time for which this insurance is in place as shown in the Schedule .	Property	means material property of a Third Party . For the purposes of this Policy electronic data is not property.
Policy	means the contract of insurance between You and Us and consists of this Equine Liability Insurance policy wording, the Schedule (including any schedules in	Schedule	means the schedule of insurance issued by Us and attaching to this Policy which specifies, amongst other matters, Your name, the Business insured, the cover limits, any additional cover included, the Premium and the Period of Insurance
		Territorial Limits	means (a) The Republic of Ireland

- (b) elsewhere in the world whilst temporarily overseas in the course of **Your Business** and where the **Injury** or **Damage** takes place.

Terrorism

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

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.

www.libertyspecialtymarkets.com

You/Your/Yours means:

- (a) the person, persons or corporate body named in the **Schedule**
- (b) any associated or subsidiary companies notified to and accepted in writing by **Us**
- (c) any director or **Employee** while acting for **You** or on **Your** behalf of or in the course of his employment or engagement in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against any such person had been made against **You**.
- (d) any volunteer whilst acting for **You** or on **Your** behalf in the course of the **Business** only including whilst travelling directly from the said person's private dwelling to the site of the activity at which they are assisting **You** and return transit thereafter.

But in all cases for persons domiciled within The Republic of Ireland only.

Your Broker

The insurance broker or intermediary who arranged this **Policy** on **Your** behalf.

Important Information

This document, the **Schedule** and any related Endorsement forms **Your Policy** which sets out the terms and conditions of the contract of insurance between **You** and **Us**. Please read this **Policy** carefully to ensure it meets **Your** requirements. If it is incorrect then please advise **Us** or **Your broker** immediately.

It is important that **You**:

1. check that the sections **You** have requested are contained in the **Schedule**;
2. check that the information **You** have given **Us** is accurate. See page 7;
3. comply with all **Your** duties and obligations under **Your Policy**, including the action **You** must take in the event of a claim on page 7.

Failure to comply with the above could adversely affect **Your** insurance and any claim **You** make.

The Insurance Contract

In consideration of the payment of the **Premium We** will **Indemnify You** against **Your** liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country within the **Territorial Limits** during the **Period of Insurance**

However, no cover shall be provided under this **Policy** in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless the North American Jurisdiction Extension is marked as "included" in the **Schedule**.

The cover under this **Policy** applies only to such liability as defined by each insured Section of this **Policy** arising out of the **Business**, subject always to the terms, conditions and exclusions, and applicable **Excess** of such Section and of the **Policy** as a whole.

Limit of Liability

Our total liability under this **Policy** shall not exceed the cover limits specified in the **Schedule**:

1. against each Section in respect of any one **Occurrence**; and
2. in respect of all **Occurrences** during the **Period of Insurance** for Section A, Section B and Section C (separately for each section)

This limit is the maximum amount payable by **Us** in respect of any one claim and/or series of claims

arising from the same **Occurrence**, unless specified otherwise in the applicable **Policy** section.

Each Section shall be subject to its own cover limit specified in the **Schedule**. Should the same **Occurrence** give rise to liability under more than one Section, the total amount of **Our** liability for all claims arising out of that one **Occurrence** under all such Sections combined shall not exceed the single greatest cover limit available under the Sections providing cover.

The cover limit will be inclusive of **Legal Costs** unless this **Policy** is specifically endorsed to the contrary.

Excess

The **Excess** stated in the **Schedule** applies to each and every claim or series of claims arising out of an **Occurrence**. The **Excess** shall not be cumulative and where an **Occurrence** could give rise to the application of more than one **Excess**, only the higher **Excess** shall apply.

The **Excess** shall be inclusive of all damages, claimants' costs, fees and expenses and defence costs and shall not reduce the cover limit.

Notifying Us of any changes

You must notify **Your Broker** as soon as practicable if **You** become aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**. If **You** become aware that information **You** have given **Us** is inaccurate or any alteration in such information that may materially affect the risk insured, then **You** must inform **Your Broker** as soon as practicable and 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 **Us** amending the terms of **Your** insurance. Failure to notify **Us** of changes could adversely affect your right to claim.

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.

There are remedies available to Us if We discover you misrepresented information when answering the questions We ask. The remedies depend on the type of misrepresentation:

(a) Innocent misrepresentation

If We find that You innocently provided Us with incorrect or incomplete information We are not able to treat this insurance as if it never existed.

(b) Negligent misrepresentation

If We find that You negligently provided Us with incorrect or incomplete information 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;
- charge You more premium for Your insurance or reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You; or
- cancel Your insurance in accordance with the "Cancelling this Policy" section.

(c) Fraudulent misrepresentation

If We find that You fraudulently provided Us with false or misleading information, or disregarded whether the information was false or misleading, We will treat this insurance as if it never existed and decline all claims.

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.

Cancelling this Policy

You can cancel this Policy at any time by notifying Your Broker.

We can cancel Your Policy by giving You fourteen (14) days' notice in writing. We will only do this for a valid reason for example:

- 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 to Us or Your Broker.

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 You decide within the cooling off period that this Policy does not meet Your requirements, You may cancel this Policy and, provided You have not made a claim, receive a full refund of the Premium paid.

If this Policy 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 You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual Premium.

If a claim is paid under this Policy, no return of Premium will be allowed.

Your Duties in the Event of a Claim or Potential Claim

You must notify Us as soon as is reasonably practicable of any Occurrence event or circumstances (including any written or oral claim made against You) that may give rise to liability under this Policy and You must provide Us with all additional information as We may require.

You shall not admit liability or make any offer or promise of payment without our prior written consent.

Every Letter of Claim, or any request that the statute of limitations be tolled or waived, or any writ summons or process and all related documents and any other written notification of claim must be forwarded unanswered to Us immediately they are received.

You must at all times, in addition to Your obligations set out above, afford such information to and co-operation with Us or our appointed agents to allow Us to be able to comply with such relevant Practice Directions and Pre-action Protocols, Court Orders, as may be issued and

approved from time to time by the Head of Civil Justice.

We shall be entitled (either before or after any payment is made by **Us** under this **Policy**) to take over at **our** expense the absolute control and conduct of any negotiation, defence, proceeding or settlement of any claim in **Your** name and on **Your** behalf.

You must not destroy any evidence, plant or other property relating to an **Occurrence**, loss or legal proceedings that may give rise to a claim under this **Policy**.

You shall keep adequate business records and shall give such information and assistance as **We** may reasonably require to substantiate a claim or deal with a third party claim.

Please direct all claims correspondence to:

Liberty Equine
Matrix Claims Services Limited
Merchants House
27-30 Merchants Quay
Dublin 8

Telephone: +353 1 635 0302
Fax: +353 1 635 0398
E-mail: Liberty.equine@matrixclaims.ie

General policy exclusions

Exclusions applicable to ALL policy Sections including any Extensions:

This **Policy** will not apply to legal liability, damages and/or **Legal Costs** or any other costs fees or expenses of whatsoever nature directly or indirectly caused by or arising from:

Radioactive Contamination

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

Punitive and Exemplary Damages

For punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages or any fines or penalties.

Property Damage

Loss or destruction of or **Damage** to any property owned or leased by **You** whatsoever or any loss or expenses whatsoever resulting from or arising therefrom or any indirect or consequential loss.

Prior Claims or Circumstances

Any claims or circumstances known to **You** prior to the inception date of this **Policy** or which **You** ought to have been made aware.

Abuse

(a) The actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;

(b) negligent or intentional **Employee** hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by **You** whose conduct would be excluded by a. above, or may have contributed to the injuries set forth in a. above;

Advertising Injury

Any Advertising Injury

Asbestos and Dangerous Building Materials

Arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos; or directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Breach of Professional Duty

Arising out of a breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

Chemical

Notwithstanding any other clause within this **Policy** any Chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind arising either directly or indirectly from (i) **Terrorism** or any

steps taken to prevent **Terrorism**, and/or (ii) from any malicious act by any person or persons.

Cyber Incident

Any **cyber incident**

Deliberate Disregard

Arising out of the deliberate, conscious or intentional disregard by **You** or **Your Employees** of the need to take all reasonable steps to prevent **Injury** or **Damage**.

Fungus

Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- (a) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- (b) any obligation or duty to defend any actions directly or indirectly occasioned by happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Malicious Act

Any malicious or willful injury or criminal or intentional acts or omissions by **You** or **Your Employees**.

Participant to Participant

Any **injury** arising from the negligent act and/or omission of any participant towards another participant whilst playing in a polo match, or during a horse race.

Penalty Clauses

Arising out of liquidated damages clauses, penalty clauses or performance warranties or guarantee, unless proven that liability would have attached in the absence of such clauses guarantees or warranties.

Pollution Contamination

Caused by, arising from or in connection with **Pollution** contamination of the atmosphere or of any water, land, buildings or other tangible property except to the extent that **You** can demonstrate that such **Pollution**;

- (a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**
- (b) was not the direct result of **Your** failure to take reasonable precautions to prevent such

Pollution

Provided always that all such **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the cover limit stated in the **Schedule** in the aggregate in respect of the **Period of Insurance**.

Terrorism

For **Injury**, loss, **Damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of **Terrorism** (including any threat or hoax of an act of **Terrorism** or sabotage). For the purpose of this exclusion, **Injury** shall include mental anguish, or emotional distress.

War

Occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

General policy conditions

Choice of Law and Jurisdiction

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy** of 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.

Notwithstanding the above the parties shall initially try to settle any dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure. To start mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR). No later than 28

days after service of the ADR notice the parties shall start the mediation.

Licence

You must hold the necessary licence to carry out **Your Business**

Insurance Act 1936

All monies which become or may become due and payable by **Us** shall, be paid and payable in the Republic of Ireland, in accordance with Section 93 of the Insurance Act 1936.

Compensation for Court Attendance

If at **our** request **You** attend court as a witness in connection with a claim in respect of which **You** are entitled to cover under this **Policy**; **We** will provide compensation to **You** at the rate of €250 (Two Hundred and Fifty) per day, for each day on which attendance is required.

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. That is regardless of rights under the Contracts (Rights of Third Parties) Act 1999, or any other equivalent Republic of Ireland legislation of substantially similar intent.

Cross Liabilities

Each person or party granted cover under this **Policy** is separately indemnified in respect of claims made against any of them by any other, subject to **our** total liability not exceeding the stated cover limits.

Discharge of Liability

If **You** refuse to consent to a settlement recommended by **Us** that can settle a claim ("potential settlement"), then our liability for that claim shall not exceed the amount **We** would have been liable for as at the date of the potential settlement, subject to all applicable cover limits and **Excess** provisions of this **Policy**. In addition, **We** will relinquish control of that claim and be under no further liability in respect of that claim except for **Legal Costs** which **We** may be responsible up to the date of the potential settlement, unless the cover limit is inclusive of **Legal Costs**.

Estimated Turnover

Where the **Premium** is provisionally based on **Your** estimates, **You** shall keep accurate records and within 90 days of expiry of the **Period of Insurance** declare such particulars as **We** require. The

Premium shall then be adjusted and any difference paid to **Us** or returned to **You** as the case may be subject to any minimum **Premium** that may apply. Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as an **Employee** by this **Policy**. Failure to declare such particulars to **Us** shall entitle **Us** to estimate if **We** so wish such particulars and to assess the further **Premium** payment due calculated on such estimated particulars.

Fraudulent Claims

If **You** make a fraudulent claim under this **Policy**, **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 **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **our** right under clause (c) above:

- i. **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 **Your Policy** (such as the **Occurrence** of a loss, the making of a claim, or the notification of a potential claim); and
- ii. **We** need not return any of the **Premiums** paid.

Extending Cover to Others

The cover granted extends to:

- (a) **Your** managerial or supervisory **Employees** in their **Business** capacity for legal liabilities arising out of the performance of the **Business** and any director or partner in respect of private work undertaken by any **Employee** for such director or partner with **Your** prior consent.
- (b) the officers, committees and members of **Your** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such any person or firm for legal liabilities arising out of the performance of a contract with **You** constituting the provision of labour only.
- (c) any principal for legal liabilities arising out of work carried out by **You** under a contract or agreement in respect of which **You** would have been entitled to cover under this **Policy** if the claim had been made against **You**.

- (d) Section B of this **Policy** extends to **Indemnify** in like manner to **You** any owner or owners whilst their **horse** is under **Your** care, custody or control in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim had been made against **You**.

The cover under Section A shall only apply in respect of liability to any person who is **Your Employee**.

Where any cover is provided to any owner, **We** will treat each owner and **You** as though a separate policy had been issued to each party. However, nothing in this clause shall increase **Our** liability to pay any amount in excess of any Limit of Liability stated in the **Schedule**.

- (e) the personal representatives of any person or party indemnified by reason of this clause in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were **You**.

Other Insurance

If at any time of any claim(s) covered by this **Policy** there is or, but for the existence of the **Policy**, would be any other insurance covering the same liability, then the cover afforded by this **Policy** will not apply except in respect of any amount beyond that which would have been payable under such other insurance had the **Policy** not been effected and subject to the cover limit.

Our Right to Subrogate Against Third Parties

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.

However, **We** may not be entitled to all of **Your** rights in certain scenarios, particularly:

1. If **We** would be entitled to **Your** rights against some other party, but **You** have not exercised those rights, and might reasonably be expected not to exercise those rights, because **You** and the other party are members of the same family or are cohabitants.

However, this does not apply where the conduct of the other party was serious or wilful misconduct.

Where in the above scenario the other party is not insured in respect of their liability to **You**, then we are unable to take action in **Your** name.

However, if the other party is insured, **We** can take action, but **We** are unable to recover more than the other party can recover from their own insurance.

2. Against **Your Employee**. Unless **We** prove the loss was caused by such **Employee** intentionally or recklessly and with knowledge that the loss would probably occur.

Precautions and Reasonable Care

You have a duty to take all reasonable precautions:

- (a) for the safety of and to avoid, prevent or minimise any **Damage to Property**;
- (b) to avoid, prevent or minimise any **Injury to others or Damage to their Property**;

which might give rise to a claim under this **Policy**.

You shall also have a duty to:

- (a) comply with all statutory and other obligations and regulations imposed by any authority;
- (b) maintain the **Premises**, including stabling and fencing, in a satisfactory state of repair;
- (c) use and provide to any **Employee** or customer, appropriate personal protective equipment (PPE);
- (d) exercise reasonable care in the selection and supervision of **Employees** and in the employment of competent staff

Sanctions

We shall not provide any cover nor shall **We** be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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.

Safety Statement Condition

It shall be a condition precedent to liability that **You** shall have a safety statement the content of which is in accordance with the requirements of Section 20 of the Safety, Health and Welfare at Work Act 2005.

Personal Injuries Assessment Board (PIAB)

It shall be a condition precedent to liability that **You** must co-operate fully with **Us**, to enable **Us** to comply with all obligations placed upon **You** pursuant to the provisions of the Personal Injuries Assessment Board Act 2019 and the Civil Liability and Courts Act 2004. All notices and communications received from PIAB as regards:

- (i) the bringing of a claim by any party to PIAB;
- (ii) the making of any assessment by PIAB;
- (iii) **Your** further acceptance or rejection of the assessment;

must be immediately furnished to **Us**.

Section A - Employers' Liability

What is Covered

You are not automatically covered for this section unless **You** have purchased the applicable extension, paid the applicable **Premium** and the coverage is shown on the **Schedule**.

We will pay, subject to any **Excess** and to the **Policy** terms and conditions, those sums that **You** become liable to pay for any damages (including claimants' costs) in respect of **Injury** or disease sustained by any **Employee**. Such **Injury** or disease must

(1) be arising out of and in the course of **Your Employee's** employment by **You** in **Your Business** and occur during the **Period of Insurance** and within

- (a) the **Territorial Limits** of the **Policy**; or
- (b) elsewhere in the world whilst **Your Employee** is temporarily overseas in the course of **Your Business** and where the **Injury** or **Damage** takes place; provided that
 - (i) the **Employee's** contract of service of employment was entered into within the Republic of Ireland and
 - (ii) that the action for damages is brought against **You** solely in a Court of Law in the the Republic of Ireland.

(2) **We** will pay for any reasonable **Legal Costs** incurred in connection with any claim which is covered under (1) above, but only if **We** have first agreed in writing to these costs.

Limit of Liability

The most **We** will pay under **Policy** Section A, for damages, claimants' costs and expenses and **Legal Costs** shall not exceed the cover limits as specified in the **Schedule**. This limit is the maximum amount payable by **Us** in respect of any one claim and/or series of claims arising from the same **Occurrence** and in total.

What is Not Covered

This Section does not apply to or include any liability, damages, claimants' costs, expenses, **Legal Costs** of whatsoever nature directly or indirectly caused by or:

- (1) arising outside the Republic of Ireland except as provided for in "What is Covered"(1) (b).
- (2) incurred in circumstances where any road traffic legislation requires compulsory insurance or

security and cover is afforded to **You** by any such insurance or security.

(3) arising out of **Terrorism**.

(4) arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos.

(5) arising by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement.

(6) relating to Employment Practices.

Section A - Coverage Extensions

Unsatisfied Court Judgement

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a Court within the European Union by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** arising out of and in the course of his employment or engagement by **You** which remains unsatisfied in whole or in part six months after the date of such judgement, at **Your** request **We** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that: -

(a) subject to the payment, such person has executed a discharge of all claims against each of the Insured Parties in respect of the risk or liability in relation to which the claim was made, save in cases where Insurers are satisfied that the Insured Party has fully and unconditionally discharged the claim or liability when such sums shall be paid to the Insured Party there is no appeal outstanding and the time for filing any such appeal has passed.

(b) the judgement relates to **Injury** which would otherwise be covered by Section A of this **Policy**.

(c) any payment made by **Us** shall be only in respect of liability for which **You** would have been entitled to cover under Section A of this **Policy** if the judgement had been made against **You**.

(d) **We** shall be entitled to take over and prosecute for our own benefit any claim against any other person and **You**, the **Employee** or the personal representatives of the **Employee** shall give all information and assistance required.

Safety, Health and Welfare at Work 2005 Legislation Extension

We agree to Indemnify You for:

(a) costs and expenses incurred with our written Consent;

(b) costs and expenses awarded against You or a director of Yours or an Employee;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Safety, Health and Welfare at Work Act 2005 or any subsequent legislation amending or replacing such Act,

Provided always that We shall not be liable:

(i) for any fines or penalties imposed upon You;

(ii) for the Excess;

(iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by You to result in a liability or the committing of an offence under the Act.

Section B - Public and Products Liability

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 You or in connection with Your Business and occurring during the Period of Insurance and within the Territorial Limits of the Policy.

(2) 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 and in respect of any Product initially sold or supplied by You or in connection with Your Business and occurring during the Period of

Insurance and within the Territorial Limits of the Policy.

(3) We will pay for any Legal Costs incurred in connection with any event which is covered under (1) and (2) above, but only if We have first agreed in writing to these costs.

Limit of Liability

The most We will pay under Policy section B, including costs and expenses and Legal Costs, is specified on Your Schedule of insurance under Cover Limits. This limit is the maximum amount payable by Us in respect of any one claim and/or series of claims arising from the same incident, apart from claims for Pollution contamination or in respect of Products supplied where the cover limit applies to the total amount of damages payable in respect of all Occurrences during the Period of Insurance.

What is Not Covered

This Section does not apply to any liability, Legal Costs or any other costs, fees or expense of whatsoever nature directly or indirectly caused by or arising out of the following:

(1) in respect of Injury to any Employee arising out of and in the course of employment.

(2) for costs incurred in the repair, reconditioning or replacement of any Product or part which is alleged to be defective

(3) arising out of the recall of any Product or part.

(4) arising out of any Product which with Your knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, drone, satellite, spacecraft, hovercraft or waterborne craft.

(5) arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement.

(6) arising out of the ownership, possession or use by or on Your behalf, or any person or party entitled to cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:

(a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation

(b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where cover is provided by any motor insurance contract

(c) arising out of any motor vehicle or trailer temporarily in **Your** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

(7) arising out of the ownership, possession or use by **You** or on **Your** behalf of any aircraft, drone, unmanned aerial vehicle or any other aerial device, satellite or spacecraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

(8) for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in **Your** care, custody or control other than clothing and personal effects (including vehicles and their contents) of **Employees** and visitors

Section B - Coverage extensions (automatically included)

Contingent Liability (Non-Owned Vehicles) extension

Notwithstanding anything contained in “What is not covered (additional **Policy** exclusions applicable to Section B)” to the contrary **We** will **Indemnify You** under Section B against liability for **Damage** to **Property** or **Injury** arising out of the use of any motor vehicle not the property of or provided by **You** being used in connection with the **Business**.

Provided always that **We** shall not be liable for:

- (1) **Damage** to any such vehicle.
- (2) **Injury** or **Damage** to **Property** resulting while such vehicle is being:-
 - (a) driven by **You**
 - (b) driven with **Your** general consent or of **Your** representatives by any person who to **Your** knowledge or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - (c) used in circumstances in which it is compulsory for **You** to insure or provide security as a requirement of any road traffic legislation.
 - (d) used elsewhere than in the Republic of Ireland.

Cover for Landowners Extension

Section B extends to **Indemnify** in like manner to **You** any landowner on whose land events or other activities organised by **You** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

Provided that such person shall as though he were **You** observe, fulfil and be subject to the terms, Conditions, Limitations and exclusions of this **Policy**.

World Wide Transportation Extension

In respect of whichever of Sections B and C that are specified in the **Schedule** as “Included” and where **Your Business** includes activities which involve the transportation of **horses** outside the Republic of Ireland, **We** will **Indemnify You** in respect of legal liability for **Injury** or loss of or **Damage** to **Property** happening anywhere in the world directly arising out of such transportation activities only.

Data Protection Extension

This Extension only covers **You** for any claim that is first made during the **Period of Insurance** and notified to **Us** as soon as practicable during the **Period of Insurance**.

We will pay **You** under Sections A and B of this **Policy** against **Your** legal liability to pay damages or compensation and claimants’ costs in respect of claims first made in writing against **You** and notified to **Us** during the **Period of Insurance** or within 60 days of the expiry date of the **Period of Insurance** arising out of a Personal Data breach in the course of the **Business** and incurred by **You** by virtue of:

(a) material or non-material damage under Article 82 of the General Data Protection Regulation;

Or

(b) Data Protection Act 2018;

Or

(c) any other equivalent local legislation of substantially similar intent.

All claims arising out of the same originating cause shall for the purposes of this Extension be deemed to have been made against **You** when the first of such claims was received by **You**

If during the **Period of Insurance** **You** become aware of any facts, circumstances, or

Occurrences, which may give rise to a claim and notify **Us** during the **Period of Insurance**, any claim(s) made later against **You** arising out of, or relating to, such facts, circumstances or incidents shall be deemed to have first been made against **You** during the **Period of Insurance**.

Irrespective of the number of parties and/or entities entitled to cover under this Extension or the number of claimants', our liability for all amounts payable under this Extension shall not exceed the sub-limit of €250,000 in total. Provided that We shall not be liable in respect of liability:

- (1) directly or indirectly caused by, or contributed to, or arising from, any Personal Data breach relating to any **Employee**;
- (2) for the cost of:
 - a. replacing, reinstating, rectifying, or erasing, any Personal Data;
 - b. notifying any person regarding loss of personal data.
- (3) for the payment of fines, penalties, liquidated, punitive damages, or exemplary damages;
- (4) arising out of anything happening prior to the inception of the **Period of Insurance**
- (5) for claims arising out of circumstances notified to previous Insurers or known to the Insured at inception of this **Policy**;
- (6) for the loss of **Data** other than Personal Data.

IHRB Extension

Section B of this **Policy** extends to **Indemnify** The Irish Horseracing Regulatory Board for their legal liability, as provided for in Section B, arising only out of The Irish Horseracing Regulatory Board granting a licence to **You** to perform the business activities specified in the **Schedule**

Section B - Coverage extensions (NOT automatically included)

Included only if specified in the **Schedule** as "Included" and subject otherwise to all the terms, Conditions, Limitations and Exclusions of this **Policy**.

Members' Cover Extension

Section B of this **Policy** extends to **Indemnify** any **Member** for **Injury** to any person or accidental loss of or **Damage to Property** happening during the **Period of Insurance** and arising whilst the **Member** is participating in the insured club, association or groups' official activities.

Member to Member Extension

Section B of this **Policy** extends to **Indemnify** any **Member** in respect of liability, as provided for under the "Members' Cover Extension" above, to another **Member** provided that nothing contained in this extension shall increase our liability to pay any amount in respect of any claim in excess of the amount specified in the **Schedule** as the Limit of Liability for Section B.

For the purposes of both member extensions above, **Member** shall mean any member of the insured club, association or group from the time that the membership subscription is accepted by the insured club, association or group until such time as the membership expires.

Customers' Cover Extension

Section B of this **Policy** extends to **Indemnify** in like manner to **You** any customer of **Yours** whilst using the facilities of or under **Your** instruction in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against any such customer had been made against **You**.

Provided the customer shall, as though they were **You**, observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this **Policy** as far as they can apply.

Personal Liability Extension

Section B of this **Policy** extends to **Indemnify**:-

- (1) **You**
- (2) any proprietor, partner, director or manager of **Yours**
- (3) **Your** immediate family
- (4) any **Employee**
- (5) anyone else riding or handling horses belonging to **You** or in **Your** care, custody or control with the express permission of persons specified in (1) and (2) above

in respect of a claim arising from **Injury** or loss of or **Damage to Property** occurring whilst such person is riding or handling anywhere in the world, for personal pleasure purposes and not in connection with the **Business**, horses belonging to **You** or in **Your** care, custody or control. However, excluding at all times **Injury** to the horses being ridden or handled unless Section C (Care, Custody and Control Liability) is specified in the **Schedule** as "Included".

The most **We** will pay under this Personal Liability Extension shall not exceed the cover limit as specified in the **Schedule**.

Provided that **We** shall not be liable under this **Policy** if any other insurance is in force covering such liability.

Instructors' Liability Extension

Without being affected by "General Policy Exclusions - Participant to Participant, and Breach of Professional Duty" You will be indemnified under Section B against liability in respect of **Injury** arising whilst clients/players/riders are under **Your** direct supervision and taking part in equestrian activities

Provided that nothing contained in this Extension shall increase our liability to pay any amount in respect of any claim in excess of the amount specified in the **Schedule** as the cover limit for Section B.

Section C - Care, Custody and Control Liability

What is Covered

You are not automatically covered for this section unless You have either:

(1) purchased the applicable extension, paid the applicable **Premium** and the coverage is shown on the **Schedule**.

or

(2) Are a Licenced Riding Establishment, Livery yard, Stud or Freelance Riding Instructor/Groom/Rider, or a Racehorse Trainer in which case this coverage is automatically included.

We will pay You for any damages You incur for legal liability in respect of any injury, illness or disease (fatal or non-fatal) to horses, not owned (whether fully or partially) by You, but whilst in Your care, custody or control and occurring during the **Period of Insurance** and within the **Territorial Limits** of the **Policy**.

This includes any injury, illness or disease (fatal or non-fatal) caused by an **Employee** in connection with **Your Business**.

Limit of Liability

The most We will pay under **Policy** section C, including costs and expenses, is specified on **Your Schedule** under Cover Limits. There is a maximum amount payable by Us in respect of any single **horse** claim, and there is a maximum amount payable during the **Period of Insurance** which applies regardless of whether it is from one event or a series of incidents.

What is Not Covered (Additional Policy Exclusions)

This Section does not apply to or include legal liability for:

(1) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act by **You**.

(2) any indirect or consequential loss other than veterinary bills or the increased cost of keeping an injured or sick **horse** for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the horse shall not exceed any amount specified in the **Schedule** as the cover limit for Section C.

(3) injury to any mare occurring whilst:

(a) being covered by a stallion.

(b) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.

(c) at stud and injury is directly attributable to the mare being in foal.

(4) injury, illness or disease arising out of the administration of any medication or treatment by **You** or any **Employee** unless under the direction of a qualified veterinarian.

(5) injury, illness or disease to any **horse** owned by **You** or **Your** family or any **Employee** or their family.

(6) Any death, injury, illness or disease arising out of 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, for example a government or public or local authority quarantine and/or restriction order.

Privacy Notice

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 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 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.

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
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

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
Website: www.fspoi.ie

To confirm whether you are eligible to ask the FSPO to review your complaint more information can be found at 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), Service National du Médiateur de la consommation - consumers only - (www.mediateurconsommation.lu) or Médiateur en Assurances (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>

Luxembourg Professional Secrecy

As a Luxembourg insurance undertaking, Liberty Mutual Insurance Europe SE is subject to an obligation of professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the "Luxembourg Act").

The provisions of the Luxembourg Act apply where this **Policy** insures risks that are located in the European Economic Area.

The Insured acknowledges and agrees that:

(a) the Company shall be permitted to (i) outsource certain services, activities or tasks to, and (ii) rely on services provided by, external providers (including the Company's branches and group companies) that may or may not be (a) regulated or (b) located in the Grand-Duchy of Luxembourg (the "Service Providers");

(b) any information that the Insured or an authorised representative has provided to the Company may be communicated to a Service Provider in the context of outsourcing/ reliance on services. This includes information that may directly or indirectly identify the Insured, a beneficiary under the Policy or an authorised representative (including present and past employees, directors and officers). The types of information that may be transmitted to Service Providers include, but are not limited to, (i) contact information, such as name, address, email and telephone number; (ii) general information, such as date and place of birth, marital and family status; (iii) official identification, such as national insurance number, tax identification number, passport number or other government issued identification number; (iv) corporate information, such as date of incorporation, registered office address, business activity, registered company number or details of shareholders; and (v) any other information relating to the Insured and/or its beneficial owner and/or a beneficiary under the Policy and/or an authorised representative ("Policyholder Information");

(c) it has read and accepted the information provided on the Company's website www.libertyspecialtymarkets.com/Luxembourg-Professional-Secrecy about (i) the types of services the Company may outsource to Service Providers; (ii) the types of information the Company may transmit to Service Providers; and (iii) the countries in which the Service Providers are located, and understands that such information may be updated from time to time; and

(d) the transfer and/or disclosure of Policyholder Information to Service Providers is in its best interest and the Insured accepts all consequences resulting from such transfer and/or disclosure.

This notice relates solely to the Company's professional secrecy obligations under the Luxembourg Act and is not intended to be a notice or meet any obligations under applicable data protection legislation. Please refer to the privacy notice available at

www.libertyspecialtymarkets.com/privacy-and-cookies

for information about how the Company processes any personal data received.