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# Lloyd's Insurance Company S.A. Certificate

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This contract of insurance is insured by Lloyd's Insurance Company S.A.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloydseurope.com](http://www.lloydseurope.com) E-mail: [enquiries.lloydseurope@lloyds.com](mailto:enquiries.lloydseurope@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.



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

**THIS POLICY IS UNDERWRITTEN  
BY  
Lloyd's Insurance Company S.A.**

## Your insurance contract

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

### The insurer

The cover under this policy is provided by Lloyd's Insurance Company S.A.

For the purposes of this contract:

Where the term Lloyd's is used in this contract or any attaching wording or document, it is agreed that this is extended to include Lloyd's Insurance Company S.A. where relevant.

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Website address: [www.LloydsEurope.com](http://www.LloydsEurope.com)

E-mail: [LloydsEurope.Info@lloyds.com](mailto:LloydsEurope.Info@lloyds.com).

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## Definitions

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

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

committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.

**Veterinary surgeon**

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

**We / us / our**

means Lloyd's Insurance Company S.A

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**You / your**

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

**Your broker**

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

**Use Group Definitions**

**Class 1**

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

**Class 2**

As above, including Dressage above Novice Level, Show Jumping under Showjumping Ireland (SJI) Rules, Polocrosse, Intermediate Hunter Trials, Horse Trials (Not Affiliated to Eventing Ireland, British Eventing or equivalent)

**Class 3**

Hunting/Drag Hunting, Eventing Ireland, British Eventing or equivalent Day Events, Open Hunter Trials, Polo (maximum €20,000 any one horse), Horse Ball.

**Class 4**

Eventing Ireland, British Eventing or equivalent Day Events/Cross Country Team Events and Advanced Eventers.

## Important Information

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

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

It is important that **you**:

- check that the information contained in the **certificate** is accurate. See the “Information you have given us” section on page 4; and
- comply with all **your** duties and obligations under the insurance, including the Important Conditions below, and the actions **you** must take in the event of a claim (see page 8).

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

## Important conditions

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

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

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

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

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

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

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

5. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance will cease to cover the **horse** immediately if **you** sell or part with any financial interest in the **horse**,

whether temporarily or permanently. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale, up to a maximum of ten (10) days following the day of the auction. If **you** own a part-share of a **horse**, any claims payment will be limited to a maximum of **your** financial interest.

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

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

## Information you have given us

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

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;
- 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 insurance" 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, decline all claims and reclaim any amounts paid. **We** can also keep any **premium** paid.

**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.

## Notifying us of any changes

**You** must notify **your broker** as soon as possible if **you** become aware of any changes in the information **you** have provided to **us**. This applies whether the change happens before or during any **period of insurance**.

If **you** become aware that the information **you** have given **us** is inaccurate or there is any change in the information that may materially affect the risk insured, then **you** must inform **your broker** as soon as practicable 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 this insurance or cancelling **your** insurance.

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

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

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

## Changes in fair market value

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

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

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

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

If the sum insured shown in the **certificate** is reduced for one of the above reasons, **you** may be entitled to a return of some of **your premium**. If so, **we** will calculate the new daily cost of providing the

reduced amount of cover **you** require for the remainder of the **period of insurance** and **we** will refund any savings to **you**.

## Cancelling this insurance

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

### During the Cooling Off Period

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 insurance does not meet **your** requirements, **you** may cancel this insurance and, provided **you** have not made a claim or intend to make a claim, **you** will receive a full refund of the **premium** paid.

### After the Cooling Off Period

If after the cooling off period this insurance is cancelled by **you** or **us**, provided **you** have not made a claim or intend to make 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 6 months, the deduction for the time **you** have been covered will be half the annual **premium**.

**We** can cancel this insurance 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**

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

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

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

Cancellation of this insurance by **us** does not affect the treatment of any claim made or that occurred before cancellation.

## Death of the insured horse

### What is covered

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

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

### What is not covered

We will not pay for:

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

However, we will pay:

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

4. death or **humane destruction** in any way caused by or resulting from one or more of the following:

- a) nuclear reaction, nuclear radiation or radioactive contamination; or
- b) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
- c) war, whether war be declared or not, hostilities or any act of war or civil war; or
- d) the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data; or
- e) **Terrorism**; or
- f) the use of any chemical, biological, bio-chemical or electromagnetic weapon; or
- g) Avian Influenza virus or any mutant variation; or
- h) Equine Infectious Anaemia; or
- i) i. Coronavirus disease (COVID-19);  
ii. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);  
iii. any mutation or variation of SARS-CoV-2;  
iv. any fear or threat of i) i., i) ii. or i) iii above

5. any costs relating to a **certificate of death** report (see “Things you must do” in the “How to make a claim” section below.

## How to make a claim

### Things you must do

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

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

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

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

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

2. as soon as possible, notify **your broker** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary by **us**.

3. provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as possible.

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

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

a) providing as soon as possible upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons**, having care, custody or control of the **horse**; and

b) providing as soon as possible upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and

c) preserving anything that might be useful by way of evidence in connection with a claim and retaining it until **we** or **our** representatives have inspected it.

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

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

## Humane Destruction of a Horse

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

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

## Disputed fair market value

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

1. **We** will provide **you** with a list of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection, from which **you** are to appoint one person.

2. Within twenty eight (28) days of notification by **you** to **us** of the appointment of the selected person, **you** and **we** will each submit to that person and to each other evidence and submissions on value. **We** and **you** will each then have a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **fair market value** of the horse.
3. **We** agree unconditionally to accept the determination of the appointed person. However, **you** are under no obligation to accept the determination.
4. Should **you** accept the determination of the appointed person, **we** will pay **you** within twenty one (21) days of the determination the amount decided by the appointed person. However, the amount **we** will pay will not exceed the sum insured stated in the **certificate**.
5. Should **you** not accept the determination of the appointed person, or should **you** decide not to exercise the option to follow the above resolution procedure, **you** still have the right to follow the complaints process below.
6. The cost of the determination of the appointed person will be shared equally between **you** and **us**.
7. Should **you** accept the determination of the appointed person, **we** will deduct **your** share of the appointed person's fee from **your** claim payment.

## Fraudulent claims

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

## Complaints Procedure

Any complaint should be addressed to:

Head of Complaints Management  
Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium

Tel: +32 (0)2 227 39 40

E-mail: [lloydseurope.complaints@lloyds.com](mailto:lloydseurope.complaints@lloyds.com)

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

**You** will also be informed of the name of one or more individuals that will be **Your** point of contact regarding **Your** complaint until the complaint is resolved or cannot be progressed any further.

**You** will be provided with an update on the progress of the investigation of **Your** complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint should be provided to **You**, in writing, within 40 (forty) business days of the complaint being made.

Once the 40 (forty) business days have passed and the complaint has not been resolved, **You** will be advised of the expected timescale in which the complaint should be resolved.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Ireland

Tel: +353 1 567 7000

E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)

Website: [www.fspoi.ie](http://www.fspoi.ie)

If **You** have purchased **Your** contract online **You** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

LBS0027B  
18/11/2022

## The effect of other insurance

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

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

## Our rights

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

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.

## Data Protection

### ***Who we are***

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### ***What personal information we process about you***

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

### ***Why we collect your personal information and the lawful basis for processing***

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

### ***Who we are sharing your personal data with***

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully

checked before personal information is disclosed.

### ***How long we keep your data***

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

### ***Other people's details you provide to us***

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

### ***Complaints, contacting us and the regulator, and your rights***

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If You wish to exercise Your rights, You need to contact:

The Underwriting Exchange  
16 Fitzwilliam Place,  
Dublin  
D02 FF82  
Telephone: +01 6694631  
E-mail: [equineclaims@tue.ie](mailto:equineclaims@tue.ie)

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

### ***Consent***

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

### ***Contact details of the Data Protection Officer***

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium  
Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

### **PRIVACY NOTICE**

Any personal information provided to Lloyd's Insurance Company S.A Syndicate 5380 will be processed in compliance with all applicable Data Protection and Privacy laws and regulations and in accordance with our information notice and privacy statement which can be found at <https://www.canopius.com/privacy/privacy-notice/> . Alternatively you may contact us to request a copy of the information notice / privacy statement.

## Sanctions Notice

It is a condition of this insurance, and **you** agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **us** would expose **us** to any sanction, prohibition or restriction under any:

- (a) United Nations' resolution(s); or
- (b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as **we** would no longer be exposed to any such sanction, prohibition or restriction.

## Service of Suit and Jurisdiction Clause

It is agreed that this insurance shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this insurance may be served if addressed and delivered to

Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this insurance policy and, to the extent required, shall apply to give effect to that process.

## Stamp Duty

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

## Choice of Law and Jurisdiction

Unless otherwise specified on **your certificate**, this insurance is subject to the laws of the Republic of Ireland and exclusive jurisdiction of the courts of the Republic of Ireland.

## 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.

## 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.

## ADDITIONAL COVERAGE: THEFT

### What is covered

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

1. theft of the **horse**; or
2. death or **humane destruction** of the **horse** directly resulting from theft of the **horse** which occurs during the **period of insurance**, **we** will pay **you** the **fair market value** of the **horse** at the time of the theft up to the sum insured stated in the **certificate**.

### What is not covered

**We** will not pay for any loss in any way:

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

### Additional important conditions

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

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

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

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

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

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

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

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

### Definitions

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

### What is covered

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

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

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

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

### What is not covered

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

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

## Additional important condition

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

## How we deal with your claim

1. Following notification in accordance with the important additional condition above, in the event that the accident, injury, illness or disease has not resulted in a permanent total incapacity until after the expiry date of this insurance, claims shall be considered under this Endorsement providing the permanent total incapacity as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of such occurrence and manifestation.

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

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

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

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

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

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

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

## EQUINE TWELVE MONTHS EXTENSION ENDORSEMENT

### Definitions

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

### What is covered

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

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

### Additional important conditions

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

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

### What is not covered

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

## TACK AND SADDLERY EXTENSION ENDORSEMENT

### Definitions

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

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

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

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

### What is covered

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

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

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

### Additional important conditions

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

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

### What is not covered

This **endorsement** does not cover:

- 1. Loss or damage caused by wear and tear or gradual deterioration, scratching or denting.
- 2. Any clothing or personal effects.
- 3. Rugs.
- 4. Loss or damage caused by moth, vermin or atmospheric conditions, including damp, rust or oxidation.
- 5. Loss or damage caused by dyeing, cleaning, repair or renovation.
- 6. Loss or damage caused by use at a riding school, unless if occurring while **you** are a pupil.

7. Theft from a riding school or commercial premises with more than 10 horses, unless privately owned and stored in an alarmed tack room.
8. Theft, unless from a **totally enclosed and secure building** which involves violent and forcible entry. Large immovable metal containers suitably attached to the ground by heavy duty bolt/rivet or shipping containers are also covered, providing the locking requirements are met. Such theft must be occasioned by violent and forcible entry to the building or where there has been a threat of immediate violence or violent intimidation. Any loss by theft must be reported to, and recorded by the police and a written report obtained.
9. Theft from a motor vehicle which does not involve violent and forcible entry to the vehicle, unless there has been a threat of immediate violence or intimidation.

## PUBLIC LIABILITY EXTENSION ENDORSEMENT

### Definitions

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

**Advertising Injury** means:

- (a) libel, slander or defamation;
- (b) any infringement of design, patent, copyright, title or slogan;
- (c) piracy, plagiarism, passing off or unfair competition or idea misappropriation under an implied contract;
- (d) any invasion of right of privacy;
- (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.

**Damage** means direct physical loss, destruction, or damage which is both sudden and accidental to tangible property.

**Excess** means the amounts specified on **your certificate** which **you** must pay in respect of any claim. A separate excess applies to each claim.

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

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

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

**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**. That is regardless of:

- (a) the time elapsed after the start of the **period of insurance**; or
- (b) the number of persons or organisations who sustain **injury** or **damage to property**.

**Person Employed** 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.

**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.

**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.

**Product** means any goods (including packaging, containers labels or instructions) that are:

- (a) manufactured, sold, supplied or distributed; or
- (b) erected, repaired, serviced, altered, treated, installed or incorporated into any other product

by **you** or on **your** behalf and no longer in **your** possession or under **your** control.

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

**Territorial Limits** means:

- (a) the Republic of Ireland; and
- (b) temporary trips made by **Horses** within the European Union and Great Britain, Northern Ireland, the Channel Islands or the Isle of Man up to a maximum of 90 (ninety) days in total during the **period of insurance**.

**You/Your/Yours** means:

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

Any persons in (a) to (c) above must be domiciled within the Republic of Ireland only.

## 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; and
- (b) **damage** to **property**

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

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

## Coverage Extensions (Automatically Included)

Cover is extended to include the following:

### 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 extension, **we** will provide compensation to **you** at a rate of EUR 250.00 per day for each day on which **your** attendance is required.

## Limit of Liability

The most **we** will pay under this extension, for damages, claimants' costs and expenses and **legal costs** shall not exceed the cover limit specified on **your certificate**. This limit is the maximum amount payable by **us** in respect of any one claim or series of claims arising from the same **occurrence**.

The cover limited will be inclusive of **legal costs** unless this extension is specifically endorsed to the contrary.

## Excess

The **excess** stated on **your certificate** 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 and expenses and **Legal Costs** and shall not reduce the cover limit.

## What is not covered (endorsement exclusions)

This **endorsement** does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or arising from:

### (1) Advertising Injury

any advertising injury

### (2) Asbestos

loss, damage or liability due to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos

### (3) Breach of Professional Duty

loss, damage or liability due to 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.

### (4) Communicable Diseases

any loss, **damage**, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease*.

For the purposes of this Exclusion, loss, **damage**, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a *Communicable Disease*; or
- (b) and **property** insured hereunder that is affected by such *Communicable Disease*.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- (b) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

Notwithstanding any provision to the contrary within this **endorsement**, this Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

### (5) Criminal or Malicious Acts

any malicious, wilful, dishonest, fraudulent or criminal acts or omissions by **you** or on **your** behalf.

### (6) Cyber Incident

any loss caused by or resulting from the use of, or inability to use, a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.

### (7) Dangerous Dogs

any XL Bully or dog(s) cited under the Control of Dogs Regulations, 1998.

### (8) Deliberate Disregard

the deliberate, conscious or intentional disregard by **you** or on **your** behalf of the need to take all reasonable steps to prevent **injury** or **damage**.

**(9) Fines, Penalties, or Punitive or Exemplary Damages**

loss, damage or liability due to any punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages or any fines or penalties.

**(10) Injury to You**

**Injury** sustained by **you** or any person named as insured under this insurance. This exclusion does not apply to authorised users.

**(11) Medical Malpractice**

loss, damage or liability due to **injury** arising directly from *Medical Malpractice*.

For the purposes of this Exclusion, Medical Malpractice means:

- (1) the failure to administer correct or adequate treatment by; or
- (2) the failure to give advice by; or
- (3) any other professional failing of

any trained medical, dental, or nursing staff, therapists, or other health professionals.

**(12) Mould and Fungus**

loss, damage or liability due to 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;
- (b) any obligation or duty to defend any actions resulting from or in connection with any fungus of any kind whatsoever

irrespective of the cause of any fungus of any kind whatsoever, whenever or wherever it occurs, and whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

**(13) Other Insurance**

**Damage**, loss or legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this extension, whether effected by **you** or by any other person or entity to whom indemnity would otherwise have been payable under this extension.

**(14) Other than by Your Horse(s)**

any **damage to property** or **injury** arising from any cause other than from **your horse(s)**.

**(15) Nuclear Reaction, Radiation and Contamination**

- (a) any nuclear reaction, nuclear radiation or radioactive contamination; and/or
- (b) biological or chemical contamination.

**(16) Participant-to-Participant**

any **injury** arising from the negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, horsedrawn vehicle/carriage driving, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.

#### **(17) Penalty Clauses**

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.

#### **(18) PFAS**

any claim for actual or alleged loss, liability, damage, compensation, **injury**, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as perfluoroalkyl or polyfluoroalkyl substances for example.

For the purposes of this Exclusion, loss, liability, damage, compensation, **injury**, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as an perfluoroalkyl or polyfluoroalkyl substances for example.

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- (a) perfluorinated methyl group (-CF<sub>3</sub>) or
- (b) perfluorinated methylene group (-CF<sub>2</sub>-).

#### **(19) Pollution Contamination**

loss, damage or liability due to any **pollution**. However, this Exclusion does not apply if **you** can demonstrate the **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**

All the **pollution** which arises out of one incident shall be considered for the purposes of this extension to have occurred at the time such incident takes place. Our maximum liability to pay damages, claimants' costs, and expenses and **Legal Costs** will not exceed the limit stated on **your certificate** in total during the **period of insurance**.

#### **(20) Product**

any **product**

#### **(21) Property in Your Care, Custody or Control**

**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 any **person employed** or visitor to **you**

#### **(22) Terrorism**

- (a) any act of **Terrorism**; and/or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

#### **(23) Trade, Business or Profession**

**Your** trade, business or profession.

#### **(24) Vehicles**

the ownership or possession or use of any mechanically propelled vehicle by **You** or on **Your** behalf.

### **(25) Vessels and Craft**

the ownership, possession or use by **you** or on **your** behalf of any vessel or craft designed to travel in on or through water and/or air and/or space.

### **(26) War and Civil War**

- (a) war, civil war invasion, hostilities or any similar acts or events, whether or not war has been declared; or
- (b) a rebellion, revolution, insurrection, military or usurped power.

## **Endorsement Conditions**

### **(1) Claims Conditions**

#### Your Duties in the Event of a Claim or Potential Claim

**You** must notify **us** as soon as possible of any **occurrence** event or circumstances (including any written or oral claim made against **you**) that may give rise to liability under this extension.

**You** must provide **us** with all additional information as **we** may require and co-operate with **us** or **our** appointed agents during each stage of any claim.

**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** as soon as possible and, in any event, within 7 (seven) days after receipt.

**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 extension) 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 extension.

**You** shall keep adequate 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:

The Underwriting Exchange                      and/or  
16 Fitzwilliam Place  
Dublin  
D02 FF82  
Telephone: +01 6694631  
E-mail: equineclaims@tue.ie  
cnpequineliabilityclaims@canopius.com

Syndicate 4444  
Floor 29, Bishopsgate  
London  
EC2N 4BQ  
Telephone: +44 20 7337 3700  
E-mail:

#### 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 extension. In addition, **we** will relinquish control of that claim and be under no further liability in respect of that claim except for **legal costs** for which **we** may be responsible up to the date of the potential settlement, unless the cover limit is inclusive of **legal costs**.

## **(2) Cross Liabilities**

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

## **(3) Newly acquired Horses**

Coverage under this extension only applies to **horses** that are named as insured on **your certificate**. If during the **period of insurance** **you** acquire a new **horse**, **we** will automatically cover that **horse** for a period of 14 (fourteen) days from the date of acquisition under this extension. **You** must report any newly acquired **horse(s)** to **us** within this 14 day period and pay any additional **premium** due. If **you** do not report the newly acquired **horse(s)**, coverage will end at the expiry of the 14 day period.

## **(4) Other Insurance**

Subject to ‘What is not covered (endorsement exclusions)’ -> ‘(13) Other Insurance’, if at any time of any claim made under this extension there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this extension, the insurance provided by this extension will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

**You** shall on request provide **us** with copies of the terms of any other insurance to which this Condition or ‘What is not covered (endorsement exclusions)’ -> ‘(13) Other Insurance’ may apply.

## **(5) 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:

- (a) the bringing of a claim by a party to PIAB;
- (b) the making of an assessment by PIAB;
- (c) **your** further acceptance or rejection of the assessment

must be furnished to **us** as soon as reasonably practicable.

## **(6) 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 extension.

**You** shall also have a duty to:

- (a) comply with all statutory and other obligations and regulations imposed by an authority;
- (b) maintain stabling and fencing, in a satisfactory state of repair

**(7) Travel Insurance (Overseas Travel)**

You must incept travel insurance (including medical repatriation) covering the appropriate destination(s), duration(s) and activities conducted prior to departing the Republic of Ireland [which must remain in force for the duration of any trip(s) undertaken during the **period of insurance**].

## PERSONAL ACCIDENT EXTENSION ENDORSEMENT

### Definitions

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

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

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

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

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

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

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

### What is covered

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

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

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

### Additional important conditions

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

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **accident**.
2. The total sum payable under this **endorsement** in respect of any one or more **accidents** shall not exceed in all the largest Sum Insured under any one of the items contained in the Schedule of Compensation.
3. Compensation shall only be payable under items of the Schedule of Compensation if:
  - a. under item 1, death occurs within twelve months of the date of the **accident**.

- b. under items 2 - 6 loss occurs within twelve months of the date of the **accident**.
  - c. under item 7, **you** become totally disabled within twelve months of the date of the **accident**, and **your** disablement lasts for twelve months
4. If the consequences of **your accident** are aggravated by any condition or physical disability that existed before the **accident** occurred, the amount of any compensation payable under this **endorsement** in respect of the consequences of the **accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been aggravated.
  5. Notice must be given to **us** as soon as reasonably practicable of any **accident** which causes or may cause disablement within the meaning of this **endorsement**, and the **you** must as early as possible place yourself under the care of a duly qualified medical practitioner.
  6. Notice must be given to **us** as soon as reasonably practicable in the event of **your** death resulting or alleged to result from an **accident**.

## What is not covered

This **endorsement** does not cover:

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

## SCHEDULE OF COMPENSATION

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

## LIFE SAVING SURGERY COSTS EXTENSION ENDORSEMENT

### Definitions

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

### What is covered

Subject to all of the terms and conditions of the insurance to which this **endorsement** relates, and in consideration of **our** acceptance of the veterinary certificate(s) / declaration(s) of health for each **horse** to which this **endorsement** applies, this insurance is extended to reimburse you, following the diagnosis by a **veterinary surgeon** indicating the need for emergency surgery, in addition to the sum insured for that **horse** stated in the **schedule**, for the reasonable and customary fees incurred for:

- a) surgical procedures carried out in an emergency attempt to save the life of the **horse**, and
- b) after-care while the **horse** is kept at a recognised Equine Veterinary Hospital where the surgical procedure was performed, but limited to:
  - 50% of the cost of the surgery
  - no more than 15 days from the time of the first surgical procedure after diagnosis of the condition

up to but not exceeding €4,000 for a) and b) combined per **horse** (or appropriate proportion if less than 100% ownership interest insured under this policy) in total during the **period of insurance**.

For the purpose of this **endorsement** only, **you** must, within 30 (thirty) days after surgery, provide **us** with:

- a) a report, signed by the operating **veterinary surgeon**, describing the nature of the **horse's** condition and the surgical procedures performed; and
- b) copies of all invoices in respect of which the claim is made.

### What is not covered

This **endorsement** does not cover:

1. surgical procedures unless performed by a **veterinary surgeon** in a duly recognised Equine Veterinary Hospital;
2. medical conditions existing, diagnosed or treated prior to this **endorsement** commencing;
3. any examination, medical treatment or medication unless given in conjunction with the surgical procedures for which a claim is made;
4. surgical procedures not performed under general anaesthesia;
5. Any elective or voluntary surgical procedure;
6. Death benefits;
7. Post mortem surgical operations;
8. Any **horse** with previous instance of colic or previous related surgery/condition;
9. Any **horse** under 30 days or over 14 years of age

### Excess

In the event of any claim(s) this **endorsement** is subject to an **excess** of €320 in respect of each **horse**.