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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.



**PRIVATE HORSE OWNER  
LIABILITY INSURANCE POLICY- IRELAND**

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

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## ABOUT THIS POLICY

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This is **Your** Private Horse Owner Liability Insurance Policy, a legal contract which sets out the insured cover **You** have requested and which **We** have agreed to provide.

This is an occurrence-based policy. This means it only provides cover in relation to an **Occurrence** that takes place during the **Period of Insurance** which is notified to **Us** in accordance with the terms and conditions of the **Policy**.

Words in the singular shall include the plural and vice versa.

Reference to any legislation shall include amending or replacing legislation.

### Insuring Agreement

In return for **You** paying or agreeing to pay the premium, **We** will provide the cover given in this **Policy** subject to all the terms, conditions, exclusions and limits of the **Policy**.

### Law & Jurisdiction

Unless otherwise specified in the **Schedule**, this **Policy** is subject to the laws of the Republic of Ireland and the exclusive jurisdiction of the courts of the Republic of Ireland.

Please contact **Your Broker** as soon as possible if:

- anything needs correcting within the documentation **You** receive;
- the cover does not meet **Your** needs; or
- anything is not clear to **You**.

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## DEFINITIONS

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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;
- (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.

### Endorsement(s)

means a written attachment forming part of this **Policy** noting any changes to this **Policy**.

### Excess

means the amounts specified in the **Schedule** which **You** must pay in respect of any claim. A separate excess applies to each claim.

### Horse(s)

means any horse, pony, donkey, mule, ass or jennet named as insured on the **Schedule**.

### Injury

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

### 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; 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**.

### Period of Insurance

means the time for which insurance is in place as shown in the **Schedule**.

### 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**.

### Policy

means the contract of insurance between **You** and **Us** and consists of this Private Horse Owner Liability Insurance policy wording, the **Schedule** (including any schedules in substitution) and any **Endorsement(s)** attaching to the **Schedule**.

### 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.

### Premium

means the amount **You** must pay **Us** for this insurance as specified in the **Schedule**.

### 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. For the purposes of this **Policy** electronic data is not property.

### Schedule

means the schedule issued by **Us** and attaching to this **Policy** which specifies, amongst other matters, **Your** name, the **Horse(s)** insured, the cover limit, any additional cover included, the **Premium** and the **Period of Insurance**.

### Territorial Limits

Means the Republic of Ireland. **Horses** are also covered for temporary trips 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**.

### **Terrorism**

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.

### **We/Us/Our**

Lloyd's Insurance Company S.A.

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: [LloydsEurope.Info@Lloyds.com](mailto:LloydsEurope.Info@Lloyds.com)

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

### **You/Your/Yours**

means:

- (a) the insured person as stated in the **Schedule**
- (b) the insured person's immediate family
- (c) any person who with the insured person's permission is riding, driving or leading **You** or has custody and control of the **Horse(s)**, provided they observe the terms and conditions of this **Policy**. These persons mentioned under (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.

### **Your Broker**

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

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## MAKING A CLAIM

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### 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 **Policy**.

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

and/or

Syndicate 4444  
Floor 29, Bishopsgate  
London  
EC2N 4BQ  
Telephone: +44 20 7337 3700  
E-mail: [cnpequineliabilityclaims@canopius.com](mailto:cnpequineliabilityclaims@canopius.com)

### 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** for which **We** may be responsible up to the date of the potential settlement, unless the cover limit is inclusive of **Legal Costs**.

### Our Right to Subrogate Against Third Parties

**We** may take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy**. If **We** make any payment under this **Policy** **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:

- (a) 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 except 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.

- (b) Against a **Person Employed**. Unless **We** prove the loss was caused by such **Person Employed** intentionally or recklessly and with knowledge that the loss would probably occur.

### 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.

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## HOW MUCH WE WILL PAY – LIMIT OF INDEMNITY

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### Limit of Liability

The most **We** will pay under this **Policy**, for damages, claimants' costs and expenses and **Legal Costs** shall not exceed the cover limit as specified in the **Schedule**. 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 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 and expenses and **Legal Costs** and shall not reduce the cover limit.

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## CANCELLATION

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### Cancelling this Policy

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

#### During the Cooling Off Period

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

- (a) the date **You** receive this insurance documentation; or
- (b) 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 or intend to make a claim, **You** will receive a full refund of the **Premium** paid.

#### After the Cooling Off Period

The **Premium** payable by **You** under this **Policy** is on a minimum and deposit basis. This means that, if **You** cancel this **Policy** after the cooling off period, there is no return premium due to **You**.

If **We** cancel **Your Policy** after the cooling off period, 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 **Your Policy** by giving **You** 14 (fourteen) days' notice in writing. **We** will only do this for a valid reason for example:

- (a) non-payment of **Premium**;
- (b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- (c) non-cooperation or failure to supply any information or documentation **We** request;
- (d) threatening or abusive behaviour or the use of threatening or abusive language to **Us** or **Your Broker**.

Please note that cancellation of this **Policy** does not impact any claim already made or that occurred before cancellation.

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## YOUR RESPONSIBILITIES

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### Information You have given Us

In deciding to accept this **Policy** 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 **Policy** 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 **Policy** and setting its terms and **Premium**, **We** may:

- treat this **Policy** 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 Policy**. **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 Policy** in accordance with the “Cancellation” provision above.

(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 **Policy** 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 **Policy** as if it never existed; or
- need to amend the terms of **Your Policy**.

### 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**. 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 **Your Policy** or cancelling **Your Policy**. No return premium(s) shall be payable to **You** in respect of any adjustment(s) made to **Your Policy** after the cooling off period.

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## PUBLIC LIABILITY COVER

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### What is Covered

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

(a) Injury sustained by any person;

(b) Damage to Property

caused by Your Horse(s) and occurring during the Period of Insurance and within the Territorial Limits of the Policy.

(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.

### Limit of Liability

The most We will pay under this Policy, for damages, claimants' costs and expenses and Legal Costs, is specified on Your Schedule. This limit is the maximum amount payable by Us in respect of any one claim or series of claims arising from the same Occurrence.

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## Public Liability – Coverage Extensions (Automatically Included)

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Public Liability 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 Policy; We will provide compensation to You at a rate of EUR 250.00 per day for each day on which Your attendance is required.

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## GENERAL POLICY EXCLUSIONS

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

### Advertising Injury

any **Advertising Injury**.

### 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

### 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.

### 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:

- (1) for a *Communicable Disease*; or
- (2) 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:

- (1) 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
- (2) 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 **Policy**, this Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

### Criminal or Malicious Acts

any malicious, wilful, dishonest, fraudulent or criminal acts or omissions by **You** or on **Your** behalf.

### 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.

### Dangerous Dogs

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

### 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**.

### 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.

### Injury Sustained to any Person Employed

**Injury** sustained to any **Person Employed** arising out of their employment by **You**.

### Injury to You

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

### 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.

### 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

- (1) 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;
- (2) 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.

### 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 **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

### Other than by Your Horse(s)

any **Damage** to **Property** or **Injury** arising from any cause other than from **Your Horse(s)**.

## Nuclear Reaction, Radiation and Contamination Exclusion

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

## 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.

## 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.

## 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 a 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>-).

## 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 **Policy** 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 in the **Schedule** in total during the **Period of Insurance**.

## Product

any **Product**

## 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**.

### **Terrorism**

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

### **Trade, Business or Profession**

Your trade, business or profession.

### **Vehicles**

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

### **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.

### **War and Civil War**

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

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## GENERAL POLICY CONDITIONS

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### 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** maximum liability not exceeding the stated cover limits.

### 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.

### Newly acquired Horses

Coverage under this **Policy** only applies to **Horse(s)** that are named as insured on **Your Schedule**. 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 **Policy**. 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.

### Other Insurance

Subject to 'General Policy Exclusion' -> 'Other Insurance', if at any time of any claim made under this **Policy** 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 **Policy**, the insurance provided by this **Policy** 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 'General Exclusion' -> 'Other Insurance' may apply.

### 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.

### 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 an authority;
- (b) maintain stabling and fencing, in a satisfactory state of repair;
- (c) use and provide to any **Person Employed** appropriate personal protective equipment (PPE);
- (d) exercise reasonable care in the selection and supervision of **Persons Employed** and in the employment of competent staff.

## 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.

## Sanctions Notice

**You** agree that any cover, the payment of any claim and the any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

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

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

## Service of Suit and Jurisdiction Clause

It is agreed that this **Policy** 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 **Policy** 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 **Policy** 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 **Policy** and, to the extent required, shall apply to give effect to that process.

## Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## 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.

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## DATA PROTECTION NOTICE

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### 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)

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## COMPLAINTS PROCEDURE

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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.

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18/11/2022