

---

# Lloyd's Insurance Company S.A. Certificate

---

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.

---

LBS0002JB (03/11/2023) - Lloyd's Insurance Company S.A. Generic Certificate Jacket



**EQUINE LIABILITY  
INSURANCE POLICY- IRELAND**

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

# CONTENTS

ABOUT THIS POLICY .....	3
DEFINITIONS.....	4
MAKING A CLAIM.....	8
HOW MUCH WE WILL PAY – LIMIT OF INDEMNITY.....	9
CANCELLATION.....	9
YOUR RESPONSIBILITIES.....	10
SECTION A – EMPLOYERS’ LIABILITY .....	12
Section A – Coverage Extensions .....	13
SECTION B – PUBLIC AND PRODUCTS LIABILITY .....	14
Section B – Coverage Extensions (Automatically Included).....	15
Section B – Coverage Extensions (Not Automatically Included) .....	17
SECTION C – CARE, CUSTODY AND CONTROL LIABILITY .....	18
GENERAL POLICY EXCLUSIONS .....	19
GENERAL POLICY CONDITIONS .....	23
DATA PROTECTION NOTICE .....	27
COMPLAINTS PROCEDURE.....	30

---

## ABOUT THIS POLICY

---

This is **Your** Equine 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 governed by 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:  
travel

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

---

## DEFINITIONS

---

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

### Advertising Injury

means:

- (a) libel, slander or defamation;
- (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.

### Bona Fide Sub-Contractors

means any company, firm or individual that enters into a contract with **You** for services and/or supplies goods or materials in conjunction with labour, but shall not include any company, firm or individual entering into a contract of service supplying:

- (a) labour only; and/or
- (b) equine-related medical, veterinary, dentistry, holistic or rehabilitation services or horse tack and horse riding product/equipment fitters.

### Business

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

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

### Damage

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

### Data

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

### Employment Practices

means an actual or alleged, wrongful or unfair, employment related: discipline, dismissal, discharge or termination of employment, breach of an oral or written contract, misrepresentation, discrimination (including harassment), failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation, infliction of emotional distress, or retaliation in respect of whistle blowing or of the exercise or attempted exercise of legally protected rights.

### Employee

means:

- (a) a person under contract of service or apprenticeship with **You**;
- (b) a labour master or labour only sub-contractor or person supplied by any of them;
- (c) a self employed person;
- (d) a person hired to or borrowed by **You**;
- (e) a person undertaking study or work experience;

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

while working under **Your** control in connection with **Your Business**.

#### **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.

#### **Indemnify**

means **We** will pay **You** for liabilities incurred under the terms of this **Policy** including damages, claimants' costs and expenses and **Legal Costs**. Indemnified shall have the same meaning.

#### **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. However, all office expenses of the **Business**, all expenses for **Employees** and general retainer fees normally paid by the employer are excluded.

#### **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**.

#### **Policy**

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

### **Premises**

means any place(s) leased rented or owned by **You** and used for the purposes of **Your Business** within the **Territorial Limits**.

### **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** in the course of **Your Business** 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 **Business**, the cover limits, any additional cover included, the **Premium** and the **Period of Insurance**.

### **Territorial Limits**

means:

- (a) the Republic of Ireland
- (b) elsewhere in the world (excluding Cuba, Iran and North Korea) whilst temporarily overseas in the course of **Your Business**

### **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 person, persons or corporate body named in the **Schedule**
- (b) any associated or subsidiary companies notified to and accepted in writing by **Us**
- (c) any director or **Employee** while acting for **You** or on **Your** behalf or in the course of their employment or engagement in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against the **Employee** had been made against **You**.

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.



---

## MAKING A CLAIM

---

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

**You** must notify **Us** as soon as reasonably practicable of any **Occurrence** event or circumstances (including any written or oral claim made against **You**) that may give rise to liability under this **Policy**.

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

Please direct all claims correspondence to:

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 **Your Employee**. Unless **We** prove the loss was caused by such **Employee** 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.

---

## HOW MUCH WE WILL PAY – LIMIT OF INDEMNITY

---

### Limit of Liability

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

- (a) against each Section in respect of any one **Occurrence**; and
- (b) in respect of all **Occurrences** during the **Period of Insurance** for Section A, Section B and Section C (separately for each Section)

This limit is the maximum amount payable by **Us** in respect of any one claim or series of claims arising from the same **Occurrence**, unless specified otherwise in the applicable **Policy** Section.

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

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

### Excess

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

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

---

## CANCELLATION

---

### 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

If after the Cooling Off Period this **Policy** 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 **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.

---

## YOUR RESPONSIBILITIES

---

### 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**.

### Licensing

**You** must hold the necessary license to carry out **Your Business**.

### 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**.

---

## SECTION A – EMPLOYERS’ LIABILITY

---

### What is Covered

We will pay You for any damages, claimants’ costs and expenses You incur for legal liability in respect of Injury sustained by any Employee. Such Injury must

- (1) be arising out of and in the course of Your Employee’s employment by You in Your Business and occur during the Period of Insurance and within
  - (a) the Territorial Limits of the Policy; or
  - (b) elsewhere in the world (excluding Cuba, Iran and North Korea) whilst Your Employee is temporarily overseas in the course of Your Business and where the Injury takes place; provided that (i) the Employee’s contract of service of employment was entered into within the Republic of Ireland and (ii) that the action for damages is brought against You solely in a Court of Law in the Republic of Ireland.
- (2) We will pay for any Legal Costs incurred in connection with any claim which is covered under (1) above, but only if We have first agreed in writing to these costs.

### Limit of Liability

The most We will pay under Policy Section A, for damages, claimants’ costs and expenses and Legal Costs shall not exceed the cover 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.

### What is Not Covered

This Section does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or:

- (1) arising outside the Republic of Ireland except as provided for in “What is Covered”. However, no cover shall be provided in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part).
- (2) incurred in circumstances where any road traffic legislation requires compulsory insurance or security
- (3) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land
- (4) arising out of Terrorism
- (5) arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos
- (6) arising by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement
- (7) relating to Employment Practices
- (8) arising out of Injury to any Employee not wearing a riding hat (compliant to current EU and/or British standards) whilst riding (including mounting and dismounting)

---

## Section A – Coverage Extensions

---

Section A is extended to include the following:-

### Safety, Health and Welfare at Work 2005 Legislation Extension

We agree to Indemnify You for:

- (a) costs and expenses incurred with **Our** written consent;
- (b) costs and expenses awarded against **You** or a director of **Yours** or an **Employee**;

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

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

- (i) for any fines or penalties imposed upon **You**;
- (ii) for the **Excess**;
- (iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

### Unsatisfied Court Judgement

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

Provided that: -

- (a) there is no appeal outstanding and the time for filing any such appeal has passed.
- (b) the judgement relates to **Injury** which would otherwise be covered by Section A of this **Policy**.
- (c) any payment made by **Us** shall be only in respect of liability for which **You** would have been entitled to cover under Section A of this **Policy** if the judgement had been made against **You**.
- (d) **We** shall be entitled to take over and prosecute for **our** own benefit any claim against any other person and **You**, the **Employee** or the personal representatives of the **Employee** shall give all information and assistance required.

---

## SECTION B – PUBLIC AND PRODUCTS LIABILITY

---

### What is Covered

- (1) We will pay You for any damages and claimants' costs and expenses You incur for legal liability in respect of:
  - (a) Injury sustained by any person;
  - (b) Damage to Propertycaused by You or in connection with Your Business and occurring during the Period of Insurance and within the Territorial Limits of the Policy.
- (2) We will pay You for any damages and claimants' costs and expenses You incur for legal liability in respect of:
  - (a) Injury sustained by any person;
  - (b) Damage to Propertycaused by and in respect of any Product initially sold or supplied by You or in connection with Your Business and occurring during the Period of Insurance and within the Territorial Limits of the Policy.
- (3) We will pay for any Legal Costs incurred in connection with any event which is covered under (1) and (2) above, but only if We have first agreed in writing to these costs.

### Limit of Liability

The most We will pay under Policy Section B, 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, other than claims for Pollution contamination or in respect of Products where this limit is in respect of all Occurrences during the Period of Insurance.

### What is Not Covered

This Section does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or arising out of:

- (1) Injury to any Employee arising out of and in the course of employment.
- (2) costs incurred in the repair, reconditioning or replacement of any Product or part which is alleged to be defective
- (3) the recall of any Product or part.
- (4) any Product which with Your knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, drone, satellite, spacecraft, hovercraft or waterborne craft.
- (5) by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement.
- (6) the ownership, possession or use by or on Your behalf, or any person or party entitled to cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
  - (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
  - (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where cover is provided by any motor insurance contract
  - (c) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

- (7) the ownership, possession or use by **You** or on **Your** behalf of any aircraft, drone, unmanned aerial vehicle or any other aerial device, satellite or spacecraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- (8) **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in **Your** care, custody or control other than clothing and personal effects (including vehicles and their contents) of **Employees** and visitors
- (9) advice in respect of any **Product** given by **You** for a fee.

---

## Section B – Coverage Extensions (Automatically Included)

---

Section B is extended to include the following:-

### Contingent Liability (Non-Owned Vehicles) Extension

Notwithstanding anything contained in “What is Not Covered” and “General Policy Exclusions” to the contrary **We** will **Indemnify You** under Section B against liability for **Damage to Property** or **Injury** arising out of the use of any motor vehicle not the property of or provided by **You** being used in connection with the **Business**.  
Provided always that **We** shall not be liable for:

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

### Cover for Landowners Extension

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

Provided that such person shall as though they were **You**, be subject to the terms, conditions, limitations and exclusions of this **Policy**.

### Data Protection Extension

**We** will pay **You** for any damages, claimants' costs and expenses and **Legal Costs You** incur for legal liability arising out of a personal data breach caused by **You** or in connection with **Your Business** and occurring during the **Period of Insurance** by virtue of:

- (1) material or non-material damage under Article 82 of the General Data Protection Regulation;  
Or
- (2) Data Protection Act 2018 Sections 168 and 169;  
Or
- (3) any other equivalent local legislation of substantially similar intent.



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

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

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

### Irish Horseracing Regulatory Board (IHRB) Extension

Section B of this **Policy** extends to **Indemnify** the Irish Horseracing Regulatory Board (IHRB) for their legal liability, as provided for in Section B, arising only out of the Irish Horseracing Regulatory Board (IHRB) granting a license to **You** to perform the **Business** specified in the **Schedule**.

### Owners' Cover Extension

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

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

Where any indemnity is provided to any owner, **We** will treat each owner and **You** as though a separate policy had been issued to each party provided that nothing in this clause shall increase **our** liability to pay any amount in excess of the limit of indemnity stated in the **Schedule** for the section under which the claim is made.

### Worldwide Transportation Extension

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

---

## Section B – Coverage Extensions (Not Automatically Included)

---

Included only if specified in the **Schedule** as “Included”.

### Customers’ Cover Extension

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

Provided the customer shall, as though they were **You**, observe, fulfill and be subject to the terms, exclusions, conditions and limitations of this **Policy** as far as they can apply.

### Instructors’ Liability Extension

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

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

### Members’ Cover Extension

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

### Member to Member Extension

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

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

### Personal Liability Extension

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

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

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

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

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

---

## SECTION C – CARE, CUSTODY AND CONTROL LIABILITY

---

### What is Covered

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

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

### Limit of Liability

The most We will pay under Policy Section C, for damages, claimants' costs and expenses and Legal Costs, is specified on Your Schedule. There is a maximum amount payable by Us in respect of any single Horse claim, and there is a maximum amount payable during the Period of Insurance which applies regardless of whether it is from any one claim or series of claims arising from the same Occurrence.

### What is Not Covered

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

- (1) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act by You
- (2) any indirect or consequential loss other than veterinary bills or the increased cost of keeping an injured or sick Horse for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the Horse shall not exceed any amount specified in the Schedule as the cover limit for Section C
- (3) injury to any mare occurring whilst:
  - (a) being covered by a stallion;
  - (b) in the vicinity of a stallion for the specific purpose of covering, whether or not covering actually takes place
  - (c) at stud and injury is directly attributable to the mare being in foal
- (4) injury, illness or disease arising out of the administration of any medication or treatment by You or any Employee unless under the direction of a qualified veterinarian.
- (5) injury, illness or disease to any Horse owned by You or Your family or any Employee or their family.
- (6) any death, injury, illness or disease arising out of confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, for example a government or public or local authority quarantine and/or restriction order.

---

## GENERAL POLICY EXCLUSIONS

---

### EXCLUSIONS APPLICABLE TO ALL POLICY SECTIONS INCLUDING ANY EXTENSIONS

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

#### 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) any **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).

#### 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 **Your Employees** of the need to take all reasonable steps to prevent **Injury** or **Damage**.

#### Nuclear Reaction, Radiation and Contamination Exclusion

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

#### 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**.

#### 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:

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

### **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**.

### **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.

## EXCLUSIONS APPLICABLE TO POLICY SECTIONS B AND C ONLY

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

### Abuse

- (1) the actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;
- (2) negligent or intentional **Employee** hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by **You** whose conduct would be excluded by (1) above, or may have contributed to the injuries set forth in (1) above.

### Advertising Injury

any Advertising Injury.

### Asbestos and Dangerous Building Materials

loss, damage or liability due to:

- (1) the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos; or
- (2) any component building material that must be removed, encapsulated, or otherwise abated controlled because its presence or release is a hazard to human health.

### 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.

### Criminal or Malicious Acts

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

### 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

### 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.

### Medical Malpractice

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

For the purposes of this Exclusion, Medical Malpractice means:

- (a) the failure to administer correct or adequate treatment by; or
- (b) the failure to give advice by; or
- (c) 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

- (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.

## 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.

## 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**.

## Prior Claims or Circumstances

any claims or circumstances known to **You** prior to the inception date of this **Policy** or which **You** ought to know by what would have been revealed by a reasonable search of information available to **You**.

---

## GENERAL POLICY CONDITIONS

---

### Compensation for Court Attendance

If at **Our** request **You** attend court as a witness in connection with a claim in respect of which **You** are entitled to cover under this **Policy**; **We** will provide compensation to **You** at the following rates:

- (a) in respect of any director or partner of **Yours**: EUR 500.00;
- (b) in respect of any other **Employee(s)**: EUR 250.00

for each day on which attendance is required.

### Contractor Controls

- (a) All **Bona Fide Sub-Contractors** must have their own current Public Liability (minimum EUR 2,600,000) and Employers' Liability Insurances (minimum EUR 13,000,000) in force\* which:
  - includes an indemnity to principal
  - provides cover in respect of third party property damage and bodily injury to any person [including their employees (if applicable) and any other third parties] arising out of the activities conducted at **Your Premises** and/or as part of **Your Business**
  - remains in force for the duration of the **Bona Fide Sub-Contractors'** attendance at **Your Premises** and/or participation in **Your Business** activities.

\*Copies must be documented/retained by **You** prior to any **Bona Fide Sub-Contractor** conducting any activity at **Your Premises** and/or as part of **Your Business**.

- (b) **You** must maintain a register of approved contractors and consult with all contractors routinely on health and safety matters (including audits of contractors' work, where appropriate) as they arise.

### 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.

### Engineering Inspection

**You** must maintain certification of engineering inspection on any item of plant, machinery or equipment that is subject to statutory inspection and ensure such inspections are carried out at intervals required under statute.

### Estimated Turnover

Where the **Premium** is provisionally based on **Your** estimates, **You** shall keep accurate records and within 90 (ninety) days of expiry of the **Period of Insurance** declare such particulars as **We** require. The **Premium** shall then be adjusted and any difference paid to **Us** or returned to **You** as the case may be subject to any minimum **Premium** that may apply. Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as an **Employee** by this **Policy**. Failure to declare such particulars to **Us** shall entitle **Us** to estimate if **We** so wish such particulars and to assess the further **Premium** payment due calculated on such estimated particulars.



## Extending Cover to Others

The cover granted extends to:

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

Provided that such persons or party shall as though they were **You**, be subject to the terms, conditions and exclusions 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.

## 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 the **Premises**, including stabling and fencing, in a satisfactory state of repair;
- (c) use and provide to any **Employee** or customer, appropriate personal protective equipment (PPE);
- (d) exercise reasonable care in the selection and supervision of **Employees** and in the employment of competent staff.

### 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.

### Safety Statement Condition

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

### Sanctions Notice

It is a condition of this **Policy**, 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.

### Tenants' Insurances

any tenant(s) of Yours must have their own current Public Liability Insurances (minimum EUR 2,600,000) and Employers' Liability Insurances (if applicable) in force which:

- includes an indemnity to You
- provides cover in respect of third party property damage and bodily injury to any person [including their employees (if applicable) and any other third parties] arising out of the activities conducted at Your Premises and/or as part of Your Business
- remains in force for the duration of the tenants' attendance at Your Premises and/or participation in Your Business activities.

\*Copies must be documented/retained by You prior to any tenant(s) conducting any activity at Your Premises and/or as part of Your Business.

### 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.

---

## DATA PROTECTION NOTICE

---

### 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)

LBS0046D  
17/03/2023

---

## 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