

**EVIDENCE OF PUBLIC AND PRODUCTS LIABILITY INSURANCE  
EFFECTED WITH  
INTERNATIONAL INSURANCE COMPANY OF HANNOVER LIMITED  
BY  
HORSE SPORT IRELAND  
ON BEHALF OF  
REPUBLIC OF IRELAND OR UNITED KINGDOM DOMICILED  
HORSE SPORT IRELAND REGISTERED FREELANCE RIDING COACHES.**

Horse Sport Ireland (the "Master Policy Holder") has arranged Master Policy No. B0701D1164738 with International Insurance Company of Hannover Limited (the "Underwriters") covering the legal liability as defined in the Master Policy of such Freelance Riding Coaches as are maintained on the Register of Coaches held by Horse Sport Ireland.

This Evidence of Insurance is issued as a notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection on application to Horse Sport Ireland, 1<sup>st</sup> Floor, Beech House, Millennium Park, Osberstown, Naas, Co. Kildare, Ireland.

Coverage under the Master Policy is deemed to apply separately in respect of each Freelance Riding Coach granted cover thereunder.

Brief details of cover are given below.

Period of Coverage: Such period between the 1<sup>st</sup> January 2011 at 00.01 GMT and 1<sup>st</sup> January 2012 00.01 GMT that the Freelance Riding Coach's name is maintained on the Register of Coaches held by Horse Sport Ireland.

**DEFINITIONS**

In the Master Policy:

1) "Assured" shall mean each Freelance Riding Coach normally resident in the Republic of Ireland or United Kingdom who has completed the requirements for registration and whose name is maintained on the Register of Coaches held by Horse Sport Ireland during the Period of the Master Policy.

"Assured" shall include:-

- (a) in the event of the death of the Assured the personal representatives of the Assured in respect of liability incurred by the Assured
- (b) any Employee of the Assured whilst acting on behalf of or in the course of his employment or engagement by the Assured but only in respect of liability for which the Assured would have been entitled to indemnity under the Master Policy if the claim against any such Employee had been made against the Assured
- (c) any customer of the Assured whilst using the facilities of or under the instruction of the Assured in respect of liability arising out of the said use of the facilities or the receiving of the said coaching only provided that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy as far as they can apply.

2) "Business" shall mean:-

- (a) Freelance Coaching
- (b) organising and participating in riding clinics, seminars and demonstrations
- (c) the provision of first aid in connection with equestrian related activities
- (d) the ownership and/or occupation (including maintenance) of premises used in connection therewith and no other for the purpose of the Master Policy.

3) "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.

4) "Property" shall mean material property.

5) "Employee" shall mean:-

- (a) any person under a contract of service or apprenticeship with the Assured or any person paid "in-kind"
- (b) any labour master or labour only sub-contractor or person supplied by any of them
- (c) any self-employed person
- (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Assured
- (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
- (f) any casual labourer whilst engaged in working for the Assured in connection with the Business.

6) "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the Assured in the course of the Business.

7) "Pollution" shall mean:-

- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures

and

- (b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

8) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:-

(a) is designed to or does:-

- (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or
- (ii) disrupt any segment of the economy

and

- (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

9) "Closely Related" shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

10) "Freelance Coaching" shall mean the provision of horse riding instruction:

(a) not using a horse belonging to the Assured or any person Closely Related to the Assured

or

(b) using a horse belonging to the Assured or any person Closely Related to the Assured provided the Assured does not utilise more than 2 horses for this purpose

and shall not include other types of instruction or circumstances which constitute the operation of a riding establishment.

### **INSURING CLAUSES**

The Underwriters agree under the Master Policy, subject to the terms, Conditions, Limitations and Exclusions set forth therein to indemnify the Assured against:-

1) all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit(s) of Indemnity set forth therein and, in addition to the aforementioned Limit(s) of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in the Sections thereof.

2) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Assured which may be the subject of indemnity under the Master Policy.

3) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured at:-

(a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death

(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property

which may be the subject of indemnity under the Master Policy.

4) under any Section thereof:

(a) costs and expenses incurred with the written consent of the Underwriters

(b) costs and expenses awarded against the Assured or any director or Employee of the Assured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Coverage set forth herein and where the circumstances of the alleged offence may be the subject of indemnity under the Master Policy.

Provided always that the Underwriters shall not be liable:-

(i) for the payment of any fine or penalty.

(ii) where the prosecution results from a deliberate Management decision, act or omission.

The indemnity provided by the Master Policy shall apply only to judgements of first instance against the Assured in the Courts of Law within the European Union and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

### **PUBLIC LIABILITY SECTION**

The Assured is indemnified by the Public Liability Section in accordance with the Insuring Clauses for:-

1) Accidental Bodily Injury to any person

2) Accidental loss of or damage to Property

3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

happening during the Period of Coverage set forth herein and arising in connection with the Business only:-

a) in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

b) elsewhere in Europe but only in connection with the Business carried on by the Assured at or from any premises situated in any of the countries specified in (a) above.

c) elsewhere in the World arising out of temporary Business visits by the Assured or non-manual employees ordinarily resident in any of the countries specified in (a) above.

### **EXCLUSIONS**

The Underwriters shall not indemnify the Assured under the Public Liability Section against liability:-

1) for loss of or damage to Property belonging to the Assured or in the custody or control of the Assured or of any Employee of the Assured other than:-

(a) Employees' or visitors' Property.

(b) any premises including contents not being premises leased or rented to the Assured which are temporarily occupied by the Assured for the purpose of carrying out the Business.

2) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:-

(a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Assured is not entitled to indemnity under any other Policy.

(b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).

3) caused by any Products after they have ceased to be in the custody or control of the Assured other than food or drink for consumption on the Assured's premises.

4) arising out of Pollution.

### **LIMIT OF INDEMNITY**

The liability of the Underwriters for all damages payable by the Assured under the Public Liability Section to any claimant or number of claimants in respect of any one accident or all accidents of a series arising out of one original cause shall not exceed EUR 6,500,000.-

**EXTENSIONS** (subject otherwise to all the terms, Conditions, Limitations and Exclusions of the Public Liability Section).

1) Defective Premises.

The Public Liability Section extends to indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Assured.

Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of such premises.

2) Leased or Rented Premises.

Notwithstanding anything contained in Exclusion (1) to the contrary the Public Liability Section extends to indemnify the Assured against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Assured.

Provided always that the Underwriters shall not be liable for :-

- (a) loss or damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) the first EUR1,500.- of such loss or damage caused otherwise than by fire or explosion.
- 3) Contingent Liability (Non-owned vehicles).  
Notwithstanding anything contained in Exclusion 2(a) to the contrary the Public Liability Section extends to indemnify the Assured against liability for loss of or damage to Property or Bodily Injury arising out of the use of any motor vehicle not the property of or provided by the Assured being used in connection with the Business.  
Provided always that the Underwriters shall not be liable for:-
- (a) loss of or damage to any such vehicle.
- (b) Bodily Injury or loss of or damage to Property resulting while such vehicle is being:-
- (i) driven by the Assured.
  - (ii) driven with the general consent of the Assured or of the Assured's representatives by any person who, to the knowledge of the Assured or of such representatives, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iii) used in circumstances in which it is compulsory for the Assured to insure or provide security as a requirement of any road traffic legislation.
  - (iv) used elsewhere than in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- For the purposes of this Extension "Assured" shall mean the Freelance Riding Coach whose name is maintained on the Register of Coaches held by Horse Sport Ireland.
- 4) Coillte Teorante and/or Ministry of Defence.  
Notwithstanding anything contained in General Exclusion 3 to the contrary the Public Liability Section extends to indemnify the Assured to the extent required under any agreement between the Assured and Coillte Teorante and/or The Ministry of Defence in respect of liability assumed by the Assured under the terms of the said agreement.
- 5) Landowners Indemnity.  
The Public Liability Section extends to indemnify in like manner to the Assured any landowner on whose land events or activities organised by the Assured 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 always that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy.
- 6) Care, Custody or Control.  
Notwithstanding anything contained in Exclusion (1) to the contrary the Public Liability Section extends to indemnify the Assured in respect of liability for accidents sustained by or sickness or disease of horses or ponies or loss of or damage to saddlery and tack whilst thereon in the care, custody or control of the Assured or any Employee of the Assured.  
The liability of the Underwriters under this extension for all damages payable by the Assured in respect of all claims made against the Assured during the Period of Coverage set forth herein shall not exceed EUR 125,000.- in respect of horses and ponies or EUR 6,500.- in respect of saddlery and tack.  
This Extension shall not apply in respect of accident sustained by or sickness or disease of any horse or pony owned by the Assured or any person Closely Related to the Assured or by any Employee of the Assured or any Employee of any person Closely Related to the Assured or in respect of loss of or damage to saddlery and tack whilst thereon.

## **PRODUCTS LIABILITY SECTION**

The Assured is indemnified by the Products Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
  - 2) Accidental loss of or damage to Property
- happening anywhere in the World during the Period of Coverage set forth herein and caused by any Products.

### **EXCLUSIONS**

The Underwriters shall not indemnify the Assured under the Products Liability Section against liability:-

- 1) caused by any Products in the custody or control of the Assured.
- 2) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
- 3) for loss or damage arising from the failure of any Product to fulfil its intended function.
- 4) arising out of Pollution.

### **LIMIT OF INDEMNITY**

The liability of the Underwriters for all damages payable by the Assured under the Products Liability Section in respect of all claims made against the Assured arising out of accidents happening during the Period of Coverage set forth herein shall not exceed EUR 6,500,000.-.

## **GENERAL EXTENSIONS** (Subject otherwise to all the terms, Conditions, Limitations and Exclusions of the Master Policy).

- 1) Contractual Liability and Indemnity to Principal.  
The Underwriters will, in accordance with the Insuring Clauses and to the extent that any contract or agreement entered into by the Assured with any third party (hereinafter termed the "Principal") so requires:-
  - (a) indemnify the Assured against liability assumed by the Assured
  - (b) indemnify the Principal in like manner to the Assured in respect of the liability of the Principal arising out of the performance by the Assured of such contract or agreement.
 Provided that:-
  - (i) the conduct and control of claims is vested in the Underwriters.
  - (ii) the Principal shall observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy so far as they can apply.
  - (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.
 Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Assured as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one accident or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 2) Health and Safety at Work Legislation Defence Costs.

The Underwriters will indemnify the Assured against:-

(a) costs and expenses incurred with the written consent of the Underwriters

(b) costs and expenses awarded against the Assured or any Director or Employee of the Assured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Coverage set forth herein any Health and Safety at Work legislation of the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man the circumstances of which may be the subject of indemnity under the Master Policy.

Provided always that the Underwriters shall not be liable:-

(i) for the payment of any fine or penalty.

(ii) where the prosecution results from a deliberate Management decision, act or omission.

3) Sudden and Accidental Pollution.

The Underwriters will indemnify the Assured against liability for Bodily Injury or loss of or damage to Property caused by Pollution resulting from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and identified place during the Period of Coverage set forth herein.

Provided that:-

(a) all Pollution arising out of such incident will be deemed to be one occurrence irrespective of the length of time or number of Periods of Coverage over which such Pollution occurs.

(b) the Underwriters shall not indemnify the Assured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada.

(c) nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

### GENERAL EXCLUSIONS

The Underwriters shall not be liable under the Master Policy for:-

1) Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.

2) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3) any liability which is assumed by the Assured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

4) punitive or exemplary damages.

5) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.

6) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Assured.

7) any claim arising from circumstances known to the Assured prior to the commencement of the Assured's coverage under the Master Policy.

8) Bodily Injury sustained by the Assured or any person Closely Related to the Assured.

9) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

10) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

11) (a) damages, direct or consequential, on account of Bodily Injury, property damage, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

(b) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

(c) any obligation or duty to defend any actions on account of Bodily Injury, property damage, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

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

For purposes of this exclusion, "Bodily Injury" shall include mental anguish, mental injury and/or emotional distress.

12) Bodily Injury, loss, damage, cost or expense of whatsoever nature arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

The Master Policy shall not indemnify the Assured for the first EUR 1,500.- of each and every claim (or series of claims arising out of one originating cause) made against the Assured for loss of or damage to Property. This Exclusion shall not apply in respect of Extension 2 to the Public Liability Section, except as stated therein.

### CONDITIONS PRECEDENT TO LIABILITY

It is a condition precedent to Underwriters' liability under the Master Policy that:-

1) hard hats are worn whilst riding.

2) each registered Freelance Riding Coach must hold a current Health and Safety at Work or Equine Specific First Aid Certificate.

### GENERAL CONDITIONS

1) The Assured shall:-

(a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Assured and for which there may be liability under the Master Policy.

(b) advise the Underwriters in writing immediately the Assured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

Notice shall be deemed to be duly received by the Underwriters if made in writing to the Master Policy Holder.

- 2) The Assured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Assured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Assured shall give all information and assistance required.

**NO ADMISSION OF LIABILITY OR OFFER, PROMISE OR PAYMENT SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE UNDERWRITERS.**

- 3) The Underwriters may at any time at their sole discretion pay to the Assured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Assured to pay a sum in excess of the Limit of Indemnity the Underwriters' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters' payment to the Assured bears to the total payment made by or on behalf of the Assured in settlement of the claim or claims.
- 4) The Assured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Assured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If any claim covered by the Master Policy is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of Coillte Teorante, The Ministry of Defence or Landowners as provided for under Extension 4 and Extension 5 to the Public Liability Section.
- 6) In the event of the cancellation of the Master Policy by the Master Policy Holder or by or on behalf of Underwriters, the coverage under the Master Policy with respect to each Assured where such Coverage incepted prior to the effective date of cancellation shall continue till the natural expiry of such Period of Coverage (unless the Assured's cover is terminated as provided for in Conditions 8 or 9 thereof).
- 7) The Assured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk insured and shall pay any additional premium that the Underwriters deem necessary.
- 8) The due observance of the terms, provisions and conditions of the Master Policy by the Assured in so far as they relate to anything to be done or complied with by the Assured shall be a condition precedent to any liability of the Underwriters to make any payment under the Master Policy. Any fraud, misstatement or concealment by the Assured in relation to any matter affecting coverage thereunder or in connection with the making of a claim thereunder shall render the Master Policy null and void and all claims thereunder shall be forfeited.
- 9) In the event of the Assured being removed from the Register of Coaches held by Horse Sport Ireland during the Period of the Master Policy for any reason whatsoever the Assured's coverage under the Master Policy shall be cancelled from the time of such removal.

**EVIDENCE OF PERSONAL ACCIDENT INSURANCE  
EFFECTED WITH  
LIBERTY SYNDICATE 4472 AT LLOYD'S, LONDON  
BY  
HORSE SPORT IRELAND  
ON BEHALF OF  
REPUBLIC OF IRELAND OR UNITED KINGDOM DOMICILED  
HORSE SPORT IRELAND REGISTERED FREELANCE RIDING COACHES.**

Horse Sport Ireland (the "Master Policy Holder") has arranged Master Policy No. B0701D1164742 with certain Underwriters at Lloyd's, London (the "Underwriters") covering Bodily Injury as defined in the Master Policy sustained by such Freelance Riding Coaches as are maintained on the Register of Coaches held by Horse Sport Ireland. This Evidence of Insurance is issued as a notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection on application to Horse Sport Ireland.

Coverage under the Master Policy is deemed to apply separately in respect of each Freelance Riding Coach granted cover thereunder.

Brief details of cover are given below.

Period of Coverage: Such period between the 1<sup>st</sup> January 2011 at 00.01 GMT and 1<sup>st</sup> January 2012 at 00.01 GMT that the Freelance Riding Coach's name is maintained on the Register of Coaches held by Horse Sport Ireland.

#### **DEFINITIONS**

In the Master Policy:

- 1) "Insured Person" means each Freelance Riding Coach normally resident in the Republic of Ireland or United Kingdom who has completed the requirements for registration and whose name is maintained on the Register of Coaches held by Horse Sport Ireland during the Policy Period.
- 2) "Bodily Injury" means identifiable physical injury which:
  - (a) is caused by an Accident occurring anywhere in the World and whilst the Insured Person is engaged in Freelance Coaching only, and
  - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person or necessitates Dental and/or Optical Treatment within 12 months from the date of the Accident.
- 3) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place or unavoidable exposure to the elements.
- 4) "Freelance Coaching" means:
  - (a) the provision of horse riding instruction:
    - (i) not using a horse belonging to the Insured Person or any person Closely Related to the Insured Person
    - or
    - (ii) using a horse belonging to the Insured Person or any person Closely Related to the Insured Person provided the Insured Person does not utilise more than 2 horses for this purpose and shall not include other types of instruction or circumstances which constitute the operation of a riding establishment.
  - (b) organising and participating in riding clinics, seminars and demonstrations."Freelance Coaching" shall not include the Insured Person travelling to or from the aforementioned activities.
- 5) "Closely Related" means husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.
- 6) "Permanent Disablement" means Permanent Total Disablement or Loss of a Limb or Loss of Sight or Loss of Hearing or disablement caused by those other injuries stated in the Permanent Disablement Scale of Benefits which shall be compensated in accordance with the scale contained therein.

- 7) "Permanent Total Disablement" means disablement which necessarily and continuously prevents the Insured Person from engaging in his usual occupation(s) which has lasted for 12 months and at the expiry of that period is beyond hope of improvement.
- 8) "Loss of a Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- 9) "Loss of Sight" means loss of sight which is certified as being entire and irrecoverable by a qualified physician specialising in ophthalmology.
- 10) "Loss of Hearing" means loss of hearing which is certified as being entire and irrecoverable by a qualified physician specialising in otology.
- 11) "Dental and/or Optical Treatment" means necessary dental and/or optical treatment performed by a qualified dental and/or qualified optical practitioner, as applicable, directly resulting from the Insured Person sustaining Bodily Injury.
- 12) Words in the masculine gender shall include the feminine.

## **INSURING CLAUSES**

The Underwriters agree under the Master Policy, to the extent and in the manner therein provided, that if the Insured Person shall sustain Bodily Injury during the Period of Coverage set forth herein they will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Compensation after the total claim shall be substantiated under the Master Policy.

Provided always that:

- 1) compensation shall not be payable under more than one of Items 1 and 2 of the Schedule of Compensation in respect of the consequences of one Accident to the Insured Person.
- 2) the total sum payable under the Master Policy in respect of any one or more Accidents to the Insured Person shall not exceed in all during the Period of Coverage set forth herein the largest sum insured under items 1 or 2 of the Schedule of Compensation except that the Underwriters will in addition pay Dental and/or Optical Treatment expenses.
- 3) if an Accident causes the death of the Insured Person within 12 months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Item 2 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
- 4) compensation shall only be payable under Items of the Schedule of Compensation if:
  - (a) under Item 1, death occurs within 12 months of the date of the Accident.
  - (b) under Item 2, loss or disablement occurs within 12 months of the date of the Accident.
  - (c) under Item 3:
    - (i) any Dental and/or Optical Treatment is diagnosed necessary within 60 days of the date of the Accident unless it has not been possible to diagnose such treatment necessary during this 60 days period due to the serious nature of the injuries sustained by the Insured Person as a result of the Accident.
    - (ii) any repair or replacement of dentures is to the original prescription only.

## **EXCLUSIONS**

The Master Policy does not cover:

- 1) death or disablement or expenses directly or indirectly arising out of or consequent upon or contributed to by:
  - (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
  - (b) radioactive contamination.
  - (c) the Insured Person engaging in or taking part in any kind of race.
  - (d) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of Insanity.
  - (e) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
  - (f) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.
  - (g) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress or mental or emotional disease or disorder of any kind.
- 2) any person aged over 70 years.
- 3) in respect of Dental and/or Optical Treatment:

- (a) any loss or damage directly or indirectly caused by or contributed to by faulty design.
- (b) any loss or damage caused by or contributed to by wear, tear or gradual deterioration.
- (c) the cost of replacement or repair of spectacles or lenses.
- (d) any loss or damage which is or would, but for the existence of the Master Policy, be covered by any other existing scheme or insurance.

Notwithstanding any provision to the contrary within the Master Policy or any endorsement thereto it is agreed that the Master Policy excludes death or disablement or expenses directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the death or disablement or expenses.

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

The Master Policy also excludes death or disablement or expenses directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any death or disablement or expenses is not covered by the Master Policy, the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

## **CONDITIONS**

- 1) If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under the Master Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- 2) Notice must be given to the Underwriters as soon as reasonably practicable of any Accident to the Insured Person which causes or may cause disablement within the meaning of the Master Policy, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.  
Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.  
It is a condition precedent to Underwriters' liability to pay compensation to the Insured Person or his representatives that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Underwriters and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of the Insured Person.
- 3) Any fraud, misstatement or concealment by the Insured Person in relation to any matter affecting coverage under the Master Policy or in connection with the making of a claim thereunder shall render coverage under the Master Policy in respect of the Insured Person null and void and all claims in respect of the Insured Person shall be forfeited.
- 4) If the Insured Person is aged under 16 years the maximum amount payable under Item 1 of the Schedule of Compensation in the event of the Accidental Death of the Insured Person is EUR 6,500.00

## SCHEDULE OF COMPENSATION

- |    |   |                         |
|----|---|-------------------------|
| 1. | Accidental Death<br>but in respect of Insured Persons under 16 years of age                 | EUR125,000<br>EUR 6,500 |
| 2. | Permanent Disablement (as shown in the PERMANENT DISABLEMENT SCALE OF BENEFITS below) up to | EUR125,000              |
| 3. | Dental and/or Optical Treatment expenses not exceeding in respect of any one Accident       | EUR 650                 |

## PERMANENT DISABLEMENT SCALE OF BENEFITS

The benefit payable to the Insured Person for one of the following forms of Permanent Disablement is the percentage indicated below of the Permanent Disablement benefit set forth in Item 2 of the SCHEDULE OF COMPENSATION above.

- |    |   |      |
|----|---|------|
| 1. | Permanent Total Disablement               | 100% |
| 2. | Permanent loss of one or more limbs       | 100% |
| 3. | Permanent total:                          |      |
|    | (a) loss of sight of one or both eyes     | 100% |
|    | (b) loss of hearing of both ears          | 50%  |
|    | (c) loss of hearing of one ear            | 10%  |
| 4. | Permanent loss by physical separation of: |      |
|    | (a) one thumb:                            |      |
|    | (i) both phalanges                        | 20%  |
|    | (ii) one phalange                         | 7%   |
|    | (b) one index finger:                     |      |
|    | (i) three phalanges                       | 9%   |
|    | (ii) two phalanges                        | 6%   |
|    | (iii) one phalange                        | 3%   |
|    | (c) one other finger:                     |      |
|    | (i) three phalanges                       | 7%   |
|    | (ii) two phalanges                        | 5%   |
|    | (iii) one phalange                        | 2%   |
|    | (d) one great toe:                        |      |
|    | (i) two phalanges                         | 6%   |
|    | (ii) one phalange                         | 3%   |
|    | (e) one other toe:                        |      |
|    | (i) three phalanges                       | 3%   |
|    | (ii) two phalanges                        | 2%   |
|    | (iii) one phalange                        | 1%   |

If benefit is payable for more than one form of Permanent Disablement as set out above as a result of the same Accident to the Insured Person, the total of the percentages so payable shall not exceed 100%.

If benefit is payable for loss of a whole member of the body, benefits for parts of that member cannot also be claimed.