

**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. B1161D1664742 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 2016 at 00.01 GMT and 1<sup>st</sup> January 2017 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) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place or unavoidable exposure to the elements.
- 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 or a Horse Related Activity 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) "Closely Related" means husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.
- 4) "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.
- 5) "Freelance Coaching" shall mean:
  - (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 other than a "Schoolmaster" or Insured Person's own horse on a one to one basis for the specific purpose of tuition where a client's horse is not suitable 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.
- 6) "Horse Related Activity" means any activity (other than Freelance Coaching) involving riding, caring for or handling horses or ponies and driving horse or pony drawn vehicles.
- 7) "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.
- 8) "Loss of Hearing" means loss of hearing which is certified as being entire and irrecoverable by a qualified physician specialising in otology.
  - 9) "Loss of Sight" means loss of sight which is certified as being entire and irrecoverable by a qualified physician specialising in ophthalmology.
  - 10) "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.
  - 11) "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.
  - 12) "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.
  - 13) "Temporary Total Disablement" means disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
  - 14) 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) (a) compensation shall not be payable under more than one of Items 1, 2 and 4 of the Schedule of Compensation in respect of the consequences of one Accident to the Insured Person.  
(b) no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable under Item 1 or Item 2 of the Schedule of Compensation in respect of the same Accident
- 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 racing, point to pointing or eventing.
  - (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 a claim 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
- 5) No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**SCHEDULE OF COMPENSATION**

1. Accidental Death	EUR125,000
but in respect of Insured Persons under 16 years of age	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
4. Temporary Total Disablement	per week EUR 200
during such disablement for a maximum of 52 weeks (benefit period) regardless of the number of Accidents commencing 21 days after the date on which the Insured Person first became disabled.	

**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.