

**MASTER POLICY EVIDENCE OF PUBLIC AND PRODUCTS LIABILITY INSURANCE
(REPUBLIC OF IRELAND DOMICILED ASSUREDS)
EFFECTED WITH
THE INSURERS SPECIFIED HEREIN
BY
HORSE SPORT IRELAND**

THIS DOCUMENT (EVIDENCE OF INSURANCE) IS ISSUED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS EVIDENCE IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY. THIS EVIDENCE REPLACES ANY OTHER EVIDENCE PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED HEREIN.

This document is to notify the person(s) named below (the "Covered Party") that the following insurance has been effected with DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's (the "Underwriters") under a Master Policy (the "Master Policy") issued to the Master Policyholder (the "Master Policyholder") bearing the Master Policy Unique Market Reference shown below.

The original Master Policy document may be inspected at the offices of the Master Policyholder and a copy is available on request to the Master Policyholder. The respective names of and proportions underwritten by the Underwriters can be ascertained from the office of the Master Policyholder.

The relevant terms of coverage provided under the Master Policy are set out in the attached document.

Covered Party: 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 Master Policy Period.

Name and address of Master Policyholder: Horse Sport Ireland
1st Floor, Beech House,
Millennium Park,
Osberstown,
Naas,
Co. Kildare,
Ireland.

Master Policy Unique Market Reference: B1161D1764738

Period of Cover: Effective Date: From the point the Freelance Riding Coach is included on the Register of

Registered Coaches held by Horse Sport Ireland at 00.01 GMT

Expiry Date: 1st January 2018 at 00.01 GMT

Limit of Liability: Public Liability Section

The liability of the Underwriters for all damages payable by the Assured under this 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.

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

Excess: EUR 1,500.00 of each and every claim made against the Assured for loss of or damage to third party Property.

Who to contact in the event you wish to notify a claim:

In the event of a claim or any circumstance that is likely to give rise to a claim you must notify the following:

Davies Ireland, 10B Beckett Way, Parkwest Business Park, Nangor Road, Dublin 12, Ireland.
Tel: 087 959 0579
E-mail: DTW1991claims@garwyn.com

Who to contact in the event you have any enquiries:

For any enquiries which relate to your policy contact Lawrence Gill at Howden UK Group Limited at 16 Eastcheap, London, EC3M 1BD.
Tel: +44 (0) 20 7 133 1338

Who to contact in the event you wish to make a complaint:

This Policy is insured 100% by Syndicate DTW1991 at Lloyd's. Any complaint should be addressed to the Insurer at the following address with a copy to your Broker:

The Compliance Officer
R&Q Managing Agency Limited,
Lloyd's Syndicate DTW1991,
71 Fenchurch Street,
London,
EC3M 4BS
Email: complaints@dtw1991.com
Tel +44 (0)20 7 977 0876

The Lloyd's managing agent, R&Q Managing Agency Limited ('RQMA') on behalf of Lloyd's Syndicate DTW1991, will acknowledge receipt of your complaint in writing within five (5) business days giving you a point of contact for your complaint until the complaint is resolved or cannot be progressed any further. Following such acknowledgement, RQMA will aim to provide you with an update on the progress of the investigation of your complaint, in writing, within twenty (20) business days of the complaint being made. RQMA will aim to provide you with its decision on your complaint, in writing, within forty (40) business days of the complaint being made.

Should you remain dissatisfied with the final response from RQMA or if you have not received a final response within forty (40) business days of the complaint being made, you may be eligible to

refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman
3rd Floor, Lincoln House Lincoln Place, Dublin 2, Ireland
Tel: +353 1 6 620 899
Fax: +353 1 6 620 890
E-mail: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to your rights in law.

01/07/15
LSW1836A (amended) – v1

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

Underwriters by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

The stamp duty due on this contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

Lloyd's Underwriters are regulated by The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Cancellation: This Master Policy may be cancelled by the Master Policyholder at any time by written notice or by surrender of this Master Policy to the Underwriters. This Master Policy may also be cancelled by or on behalf of the Underwriters but only in the event of non-payment of premium, fraud or misrepresentation by the Master Policyholder by delivering to the Master Policyholder or by mailing to the Master Policyholder by registered mail, at the Master Policyholder's address, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective.

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 or Vaulting 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 where that horse is a "Schoolmaster" or Insured'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.

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, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - (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.
- 13) Bodily Injury or loss of or damage to Property arising out of moveable or non-permanent cross country jumps that are not secured in line with current Eventing Ireland and/or FEI regulations. This exclusion is deemed to apply irrespective of whether the Assured holds competitions under Eventing Ireland and/or FEI rules

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.

14) Sanction Limitation and Exclusion Clause

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.

LMA3100

15 September 2010

CONDITIONS PRECEDENT TO LIABILITY

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

- 1) hard hats are worn whilst riding. This Condition Precedent does not apply to any Vaulting activities.
- 2) each registered Freelance Riding Coach must hold a current Health and Safety at Work or Equine Specific First Aid Certificate.
- 3) in respect of Vaulting activities, a suitable waiver must be signed by all participants (or a parent or legal guardian for those under the age of 18) before taking part which must state that they are aware of the risks involved.

GENERAL CONDITIONS

- 1) The Assured shall:-
 - (a) give immediate notice to the Underwriters of anything which may give rise to a claim being made against the Assured and for which there may be liability under this Master Policy.
 - (b) advise the Underwriters immediately the Assured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

Notice given to the following persons is considered to be notice given to the Underwriters:

Davies Ireland,
10B Beckett Way, Parkwest Business Park, Nangor Road, Dublin 12, Ireland.
Tel: 087 959 0479
E-mail: DTW1991claims@garwyn.com
Website: www.garwyn.com

- 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 Policyholder 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.
- 10) 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.