

## Horse Sport Ireland Coaches Personal Accident Insurance

Issued to

Horse Sport Ireland

To cover

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.

Sample

## Scheme

As a **Freelance Coach** whose name is maintained on a register of coaches held by Horse Sport Ireland, you receive Personal Accident Insurance cover. This document gives you details about the cover you have. This cover is part of a Master Policy and the scheme is administered on behalf of Horse Sport Ireland by Howden. If you have any queries relating to this policy or would like details about the Master Policy please contact:

Howden  
21, rue Glesener,  
L-1631 Luxembourg,  
Grand Duchy of Luxembourg

Telephone: +44(0)20 7133 1387  
Email: info.equine@howdengroup.com

## Claims Procedure

If any incident occurs which could result in a claim, **you** must immediately contact **us** via Howden who will be able to advise **you**.

## Policy Information:

Not forming part of this Insurance policy

This policy has been prepared in accordance with the instructions of the **Master Policy Holder**. Please read this explanation of cover carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. Howden should be contacted immediately if any correction is necessary

## Cancelling this insurance

Being part of a group policy effected by Horse Sport Ireland, this insurance does not provide you with the statutory right to cancel within 14 days. If you are removed from the relevant Horse Sport Ireland register of coaches or do not renew your registration, your insurance cover will cease from the time you cease to be included on that register.

## Definitions

Wherever the following words appear in bold they will have the meanings shown below.

<b>Accident</b>	means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the <b>period of insurance</b> .
<b>Annual Salary</b>	Your sum total of earnings as a freelance coach over the previous 12 months which must be evidenced in the event of a claim
<b>Bodily injury</b>	means identifiable physical injury which <ul style="list-style-type: none"> <li>• is caused by an <b>accident</b>, whilst <b>freelance coaching</b> or whilst engaged in a <b>Horse Related Activity</b> and</li> <li>• solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in <b>your</b> death or disablement within twelve months from the date of the <b>accident</b>.</li> </ul>
<b>Freelance Coach</b>	A freelance coach who has met the criteria for registration with Horse Sport Ireland and who holds a Horse Sport Ireland Accredited Coach qualification or British Horse Society Accredited Coach qualification and whose name is maintained on the relevant Horse Sport Ireland register of Coaches.
<b>Freelance Coaching</b>	<ul style="list-style-type: none"> <li>a) The provision of horse riding instruction not using a horse belonging to You or any person Closely Related to You with the exception of the use of a Schoolmaster owned by You and used on a one to one basis where a client's horse is not suitable</li> <li>b) organising and participating in riding clinics, seminars and demonstrations.</li> </ul>
<b>Horse Related Activity</b>	Any activity (other than Freelance Coaching) involving riding, caring for or handling horses or ponies and driving horse or pony drawn vehicles.
<b>Loss of limb</b>	means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of <b>your</b> hand, arm, foot or leg.
<b>Loss of sight</b>	means permanent and total <b>loss of sight</b> which we will consider as having happened: <ul style="list-style-type: none"> <li>• in both eyes if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight <b>you</b> have left in both eyes is 3/60 or less on the Snellen scale (meaning <b>you</b> can see at not more than three feet what <b>you</b> should be able to see at sixty feet); or</li> <li>• in one eye if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight <b>you</b> have left is 3/60 or less on the Snellen scale (meaning <b>you</b> can see at not more than three feet what <b>you</b> should be able to see at sixty feet).</li> </ul>
<b>Master Policy Holder</b>	Horse Sport Ireland
<b>Paralysis</b>	means permanent total and irrecoverable loss of function of one or more limbs.
<b>Period of insurance</b>	means from the time your name is included on a Horse Sport Ireland

Register of Coaches until 1<sup>st</sup> January 2022

**Permanent total  
disablement**

means disablement which prevents **you** from attending to all aspects of any business or occupation for which **you** are practically suited by training, education, industry knowledge or experience and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.

**We / us / our**

Starr Europe Insurance Limited

**You / your**

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 a Register of Coaches held by Horse Sport Ireland during the Policy Period

**Your broker**

Howden

Sample

## What is covered

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### Bodily Injury as a result of Freelance Coaching or a Horse Related Injury

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This policy only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **illness**.

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### Schedule of Benefits:

We will pay the benefit shown if **you** suffer **bodily injury** during the **period of insurance** which results in **your**:

		<b>Benefit</b>
1	Death.	EUR 100,000
2	Loss of one limb.	EUR 50,000
3	Loss of two or more limbs.	EUR 100,000
4	Loss of sight in one eye.	EUR 50,000
5	Loss of sight in both eyes.	EUR 100,000
6	Loss of sight in one eye and loss of one limb.	EUR 100,000
7	Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).	EUR 100,000

### Conditions

1. If an **accident** results in **your** death within twelve (12) months following the date of the **accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 above, the only benefit payable will be item 1 above.
2. Any benefit for **permanent total disablement** will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a **bodily injury**.
3. Benefit 1 (Death) will also be payable in the event of **your** disappearance. **We** will only provide this benefit if:
  - a) **your** body is not found within twelve (12) months of **your** disappearance, and sufficient evidence is produced, that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death; and
  - b) the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.
4. The maximum amount payable under this Policy for items 1-7 shall be limited to three times your **annual salary** or the Benefit amount stated in the Schedule of Benefits whichever is the lesser.
5. **You** can only claim for one (1) of the benefits listed in the Schedule of Benefits in respect of the consequences of one **accident**.

## What is not covered

- A. This insurance does not cover claims in any way caused or contributed to by:
1. war, whether war be declared or not, hostilities or any act of war or civil war;
  2. the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
  3. nuclear reaction, nuclear radiation or radioactive contamination;
  4. **you** engaging in or taking part in armed forces service or operations;
  5. **you** engaging in flying of any kind other than as a passenger;
  6. **you** suicide or attempted suicide or intentional self-injury;
  7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
  8. **you** deliberate exposure to exceptional danger (except in an attempt to save human life);
  9. a criminal act by **you**;
  10. **you** being intoxicated by alcohol or drugs;
  11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type;
  12. a chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
  13. any condition whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at inception of this insurance or for which **you** have been treated at any time during the three (3) years prior to the inception of this insurance.
  14. Any claim in respect of any person aged over 65 at the time of the Accident
  15. Any claim as a result in you taking part in racing, point to pointing or eventing
- B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.
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## How to make a claim

### Things you must do

**You** must comply with the obligations set out below. If **we** determine that any claim **you** make under this insurance has been adversely impacted directly by **your** failure to comply with the obligations below, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim.

1. In the event of an **accident** which causes or may cause a claim under this insurance, **you** must as soon as practicable:
  - a) seek the attention of a duly qualified medical practitioner; and
  - b) notify **your broker**.
2. **You** must provide **us** or **our** medical adviser with the necessary authorisation to access or obtain all **your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in A.13 on page 8). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine **you** as **we** consider necessary.
3. **You** must provide **your broker** with all information **we** may reasonably require including a fully completed claim form.

**You** can only claim for one (1) of the benefits listed in the Schedule of Benefits in respect of the consequences of one **accident**.

### How we deal with your claim

When **you** notify **your broker** of a claim, **we** will send **you** a claim form which **you** are required to complete and return to **us**.

Once **your** claim is accepted, **we** will pay **you** the amount stated in the relevant section of the Schedule of Benefits.

1. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed three times your **annual salary** or the largest benefit under any one of the items contained in the Schedule of Benefits, whichever is the lesser.

### Fraudulent claims

1. If **you** make a fraudulent claim under this insurance, **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 insurance as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause 1. c) above:
  - a) **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 this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - b) **we** need not return any of the premiums paid.

## How to make a complaint

Starr Europe Insurance Limited aim to provide the best possible products and service. However, we are aware that despite our commitment, things may not always go as planned. Should you want to complain, we will treat your complaint seriously and aim to deal with it in a quick and efficient manner, and to your satisfaction.

You may complain to us in the following ways:

In writing to: The Complaints Manager, Starr Europe Insurance Limited, Dragonara Business Centre, 5th Floor, Dragonara Road, St Julians, STJ 3141, Malta.

By email to: Compliance.Malta@starrcompanies.com

By telephoning: 00356 22605086

We will acknowledge your complaint as quickly as possible, and respond to your complaint within a maximum period of 15 working days of your initial complaint with our resolution. If this is not possible, we will write to you at this time and explain why the issue has not yet been resolved, and give you a likely timescale of when our investigation will be concluded.

If you are unhappy with the outcome of your complaint or the way we have handled it, you may refer the matter to the Office of the Arbiter for Financial Services.

The contact details for the Office of the Arbiter for Financial Services are:

First Floor  
St Calcedonius Street  
Floriana  
FRN 5130  
Malta

Telephone: 00356 21249245

You can also download a complaint form from: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt). This procedure will not prejudice your right to take legal proceedings or to refer the matter to alternative dispute resolution mechanisms.

## Compensation

The Malta Protection and Compensation Fund is a special fund which was established in terms of the Protection and Compensation Fund Regulations, 2003. The aims of the fund are:

- (i) to pay for any claims against an insurer which have remained unpaid because the insurer became insolvent. These claims must be in respect of protected risks situated in Malta or protected commitments where Malta is the country of commitment; and
- (ii) to compensate victims of road traffic accidents in certain specified circumstances.

Limited compensation may be available under the fund if the insurer becomes insolvent and unable to meet its obligations under the insurance contract. You may be entitled to compensation from the fund if we are unable to meet our obligations to you under this contract. If you are entitled to compensation under the fund, the level and extent of the compensation would depend on the nature of this contract. Further information can be obtained from the Malta Protection and Compensation Fund, Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD1010, Malta Tel: +356 2144 1155 and on their website at [www.mfsa.mt](http://www.mfsa.mt).

## Data Protection

Starr Europe Insurance Limited collect and use relevant information about you and your business to provide you with your insurance cover and to meet their legal obligations. This information may include details such as your name, address and contact details of your business and any other information that they collect about you in connection with the insurance cover. In rare instances this information may include more sensitive details such as information about your health and any criminal convictions you may have.



In certain circumstances, Starr Europe Insurance Limited may need your consent to process certain categories of information about you. Where they need your consent, they will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide cover for you or the handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. Starr Europe Insurance Limited will only disclose your personal information to the extent required or permitted by law.

For more information about how Starr Europe Insurance Limited use your personal information please see our Starr Privacy Notice, which is available online on our website(s) <http://www.starrcompanies.com/Privacy-Policy-Malta> or in other formats on request.

You have rights in relation to the information Starr Europe Insurance Limited hold about you, including the right to access your information. If you wish to exercise your rights, discuss how they use your information or request a copy of our full privacy notice(s), please contact them,

Data Protection Officer  
4th Floor, 30 Fenchurch Avenue,  
London,  
EC3M 5AD  
[ukgdpr@starrcompanies.com](mailto:ukgdpr@starrcompanies.com)  
+(0044) 207-337-3594

## Cyber Risks Clause

Any benefits for **Bodily Injury** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this policy.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

## Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Choice of law

**You and we** are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance will be governed by the Ireland and subject to the exclusive jurisdiction of the courts of Ireland.

### Rights of third parties

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Policy Format

Upon request **we** can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **you** require an alternative format **you** should contact **your broker** through whom this policy was arranged

### Regulatory Statement

Starr Europe Insurance Limited is authorised to carry on general insurance business in terms of the Insurance Business Act (Cap. 403 of the Laws of Malta) and regulated by the Malta Financial Services Authority of Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Starr Europe Insurance Limited has or will pay any Irish stamp duty and parafiscal charges due on this insurance contract to the Irish Revenue.

The subscribing Underwriters' 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 Underwriters' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001

CONDITIONS APPLICABLE TO THE MASTER POLICY HOLDER AND SCHEME ADMINISTRATOR ONLY

- 1) The Master Policy Holder/Scheme Administrator shall use due diligence and exercise due care in all matters pertaining hereto.
- 2) The Underwriters or their nominees shall at all reasonable times and upon reasonable notice being given, be entitled to inspect all books, relevant records, correspondence and documents in the possession of, or accessible to the Master Policy Holder/Scheme Administrator, which are in any way related to this Master Policy.
- 3) The Master Policy Holder shall immediately forward to the Scheme Administrator, all claims reported under this Master Policy, together with any relevant forms and correspondence for onward transmission to the Underwriters.
- 4) The Master Policy Holder shall keep accurate records of all transactions under this Master Policy and shall submit to the Scheme Administrator within 15 days of 31st March 2021 and quarterly thereafter, a premium bordereau showing:
  - (a) the number of Evidences of Insurance issued in the quarter.
  - (b) the resultant premiums for the quarter calculated at:

EUR 55.00 per capita

In addition the Master Policy Holder/Scheme Administrator shall charge Irish Levy or Insurance Premium Tax at the current rates as applicable.

Subject always to a minimum and deposit premium of EUR 5,000.00 plus 5% Irish Levy.