

**Evidence of Insurance**

**Public Liability**

**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.**

## Scheme Administrator

This scheme is administered on behalf of the Members of Horse Sport Ireland Register of Instructors and Coaches by Howden. If **you** have any queries relating to this **policy** please contact:

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

Telephone: +44 (0)207 133 1387  
E-mail: 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**.

Please refer to Page 14 for full details of the claims procedure and conditions.

## Policy Information

### Not forming part of this Insurance **policy**

This **policy** has been prepared in accordance with the instructions of the **Master Policy Holder** on behalf of the Members. Please read it 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.

This **policy** consists of:

- **Definitions** which define particular words and expressions that apply to the whole of this **policy** or where specifically stated within a Section as applying to that Section;
- the **Policy Cover** section of the **policy** which gives precise details of the cover being provided;
- the **Policy Extensions, Policy Exclusions and Policy Conditions** of cover applying to the whole of this **policy**;
- the **Further Information** section which provides details of what to do should **you** not be entirely satisfied with the service **you** have been provided;
- any **Endorsement(s)** which might apply to the **policy** or individual Sections and which incorporate cover and amendments extensions limitations and such like.

**You** should immediately notify **us** via Howden of any changes which may affect the insurance provided by this **policy**.

Alterations in the cover required after issue of the **policy** will be confirmed by separate Certificate(s) and/or Endorsement(s) which **you** should file with the **policy**. **You** should refer to these Certificates and/or Endorsement(s) and the **policy** to ascertain precise details of cover currently in force.

Horse Sport Ireland  
Coaches Public Liability Insurance

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## Definitions

These definitions are applicable to the whole **policy** wherever these words appear in **bold**.

### Damage

Means direct physical loss, destruction, or damage which is both sudden and accidental to tangible **property**. Damaged will have the equivalent meaning.

### Data

Means facts concepts and/or information converted to a form useable in **your** computer operations, for example business and customer files and accounts, owned leased or rented by **you** or for which **you** are legally responsible.

### Excess

Means the amounts specified in the **policy** which **you** shall pay in respect of all damages, compensation, claimants' costs, **legal costs**, and expenses before **we** shall be liable to make any payment. The excess shall apply to each **occurrence** other than in respect of legal liability arising out of **injury**, where the excess shall not apply.

### Freelance Coaching

Means:

1. the provision of horse riding instruction or Vaulting instruction:
  - a. not using a horse belonging to **you** or a member of **your** familyor
  - b. using a horse belonging to **you** or a member of **your** family where that horse is a Schoolmaster, on a one to one basis for the specific purpose of tuition where a customer's horse is not suitable, and shall not include other types of instruction or circumstances which constitute the operation of a riding establishment.
2. Organising and participating in riding clinics, riding seminars and riding demonstrations
3. The provision of first aid by you in connection with equestrian related activities provided always that you as first aider is not entitled to an indemnity under any other policy and that you hold a current Health and Safety at Work or Equine Specific First Aid Certificate.

### Indemnify

Means **we** will pay **you** for liabilities incurred under the terms of this **policy**. Indemnified shall have the same meaning.

### Injury

Means bodily injury, death, disease, illness, nervous shock or mental injury.

### Legal Costs

Means:

1. costs of legal representation at:

- a. any Coroner's Inquest or Fatal Accident Inquiry;
  - b. proceedings in any court arising out of any alleged breach of statutory duty;
2. all other reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with our consent.

**Master Policy Holder**

Means Horse Sport Ireland. The **Master Policy Holder** has arranged this insurance and is the contracting party for this insurance.

**Occurrence**

Means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **injury** and/or **damage to property**.

All **injury** or **damage to property** consequent upon or attributable to one source or originating cause shall be deemed to be one **occurrence** irrespective of the period of time after the commencement of the **period of insurance** or the number of persons or organisations who sustain **injury** and/or **damage to property**.

**Period of Insurance**

Means the time for which this insurance is in place as shown in the **policy**.

**Person Employed**

Means:

1. a person under contract of service or apprenticeship with **you**;
2. a labour master or labour only sub-contractor or person supplied by any of them;
3. a self-employed person;
4. a person hired to or borrowed by **you**;
5. a person undertaking study or work experience;

**Policy**

Means this contract of insurance.

**Pollutant**

Means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

**Pollution**

Means the actual or threatened discharge, seepage, migration of any **pollutant** pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or **damage** or **injury** caused by such pollution contamination.

**Premium**

Means the amount the **Master Policy Holder** must pay **us** for this insurance.

<b>Property</b>	Means material property of a Third Party. For the purposes of this <b>policy</b> electronic data is not property.
<b>Product</b>	Means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by <b>you</b> or on <b>your</b> behalf and no longer in <b>your</b> possession or under <b>your</b> control.
<b>Territorial Limits</b>	Means Ireland and the United Kingdom, or elsewhere in the EEA providing that the <b>You</b> are outside of Ireland or the United Kingdom on a temporary basis only for a period no longer than 60 days.
<b>Terrorism</b>	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.
<b>We/Us/Our</b>	Means Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. <a href="http://www.libertyspecialtymarkets.com">www.libertyspecialtymarkets.com</a>
<b>You/Your/Yours</b>	Means any <b>Freelance Riding Coach</b> on the Horse Sport Ireland register of coaches normally domiciled in the Republic of Ireland or United Kingdom, who has paid their subscription to the association and is covered under this insurance contract.

## Important Information

The cover under this **policy** is on an **occurrence** basis. That means it only covers an **occurrence** during the **period of insurance** and notified to **us** in accordance with the terms and conditions of the **policy**.

### Period of Insurance

From: 1<sup>st</sup> January 2022 or the date that membership begins

To 31<sup>st</sup> December 2022

Both days inclusive

### Limit of Liability and Excess

Limit of Liability €6,500,000 per **occurrence**

**Excess** €1,500 per **occurrence in respect of third party property damage**

Irrespective of:

- a. the number of parties and/or entities entitled to indemnity;
- b. the number of claimants.

The amount **we** are liable to pay under this **policy** including all Extensions and **legal costs** in respect of any one **occurrence** shall not exceed the Limit of Liability stated above.

### Your Duties and Responsibilities

No cover will be given under any part of this **policy** for either **you**, **person employed** or **your** customers unless **you** comply with the following:

#### 1. Riding

Whilst riding, an appropriately fitted and fully functioning hard hat must be worn by **you**, any **person employed** and all **your** customers.

#### 2. Vaulting

**You** must ensure a suitable waiver has been signed by all **your** customers (or a parent or legal guardian for those under the age of 18) which must state they are aware of the risks involved before **you** provide any coaching in respect of vaulting.

#### 3. Health and Safety at Work or Equine Specific First Aid Certificate

**You** must hold a current Health and Safety at Work or equine specific first aid certificate.

## Policy Cover

**We will indemnify you** subject to the terms, exclusions, conditions, Endorsements, and Limit of Liability of this **policy**:

1. against legal liability for damages and claimant's costs and expenses in respect of:
  - a. accidental **injury** sustained by any person;
  - b. accidental **damage to property**;

as a result of an **occurrence** whilst **you** are providing **Freelance Coaching** during the **period of insurance** within the **territorial limits**.

2. in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

## Policy Extensions

### 1. Customers Extension

This **policy** extends to **indemnify** in like manner to **you** anyone of **your** customers whilst using **your** facilities or under **your** instruction in respect of liability for which **you** would have been entitled to cover under this **policy** if the claim against any such customer had been made against **you**.

Provided that such customer shall as though he were **you** observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this **policy** as far as they can apply.

### 2. Care Custody & Control Extension

#### Care Custody & Control for Third Party Horses

Notwithstanding anything contained in Policy Exclusion 9, **we** will **indemnify you** for any damages **you** become legally liable to pay in respect of liability for **injury**, illness or disease (fatal or non-fatal) to horses in **your** care, custody or control or any **person employed**.

The Limit of Liability under this part of the extension for all damages payable by **you** in respect of all claims made against **you** during the **period of insurance** shall not exceed €125,000.

The **excess** under this extension shall be €0 for each **occurrence**.

#### Additional Policy Exclusions applicable to this extension:

- (a) intentional slaughter except where **we** have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that **we** shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- (b) **injury**, illness or disease caused by or arising from any malicious or willful act of **you** or any **person employed**.
- (c) any additional costs other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the horse shall not exceed the Limit of Indemnity applicable to this extension.



(d) **injury**, illness or disease to **your** own horse.

### Care Custody & Control for Third Party Saddlery & Tack

Apart from anything contained in Policy Exclusion 9, we will **indemnify you** for loss or **damage** to saddlery & tack in **your** care, custody or control or any **person employed**.

The Limit of Liability under this part of the extension for all claims made against **you** shall not exceed €6,500.

The **excess** under this extension shall be €0 for each **occurrence**.

#### Additional Policy Exclusions applicable to this extension:

- (a) loss or **damage** caused by moth, vermin, wear, tear, damp, mildew, rust or oxidisation, scratching or denting.
- (b) theft
- (c) loss or **damage** to clothing regardless of how it is caused
- (d) **damage** or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation
- (e) rugs
- (f) loss or **damage** to **your** own tack, regardless of how it is caused.

In respect of this extension, saddlery and tack shall mean those items normally attached to the horse whilst being used for riding or vaulting and receiving **Freelance Coaching**, for example saddles, leathers, irons, bridles, harnesses and other riding tack.

### 3. Landowners Extension

This Section extends to **indemnify** in like manner to **you** any landowner on whose land events or activities organised by **you** are held or 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 **you** observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this **policy**.

### 4. Contingent Liability (Non-owned vehicles).

Apart from anything contained in Policy Exclusion 7 to the contrary this Section extends to **indemnify you** against liability for loss of or **damage** to **property** or **injury** arising out of the use of any motor vehicle that is not **your** property or provided by **you** being used in connection with **Freelance Coaching**.

#### Additional Policy Exclusions applicable to this extension:

- (a) loss of or **damage** to any such vehicle.
- (b) **Injury** or loss of or **damage** to **property** resulting while such vehicle is being:
  - (i) driven by **you**.
  - (ii) driven with **your** general consent or of the Insured's representatives by any person who, to the knowledge of the Insured 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 **you** to insure or provide security as a requirement of any road traffic legislation.

(iv) used outside Great Britain, Northern Ireland, and Ireland.

## 5. Health and Safety at Work Legislation Defence Costs.

We will indemnify you against:

- (a) costs and expenses incurred with **our** written consent
- (b) costs and expenses awarded against **you** or any **person employed**

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 insurance** under any Health and Safety at Work legislation of Ireland, Great Britain and Northern Ireland the circumstances of which may be the subject of cover under this **policy**.

Additional Policy Exclusions applicable to this extension:

We will not indemnify you

- (i) for the payment of any fine or penalty.
- (ii) where the prosecution results from a deliberate decision, act or omission.

## Policy Exclusions

We shall not be liable to indemnify you in respect of any claim:

### 1. Own Horses

directly or indirectly caused by, arising from or in connection with any horses owned by **you** or on loan to **you** unless being used for **Freelance Coaching**.

### 2. Family Members

for **injury** to any member of **your** family or household.

### 3. Racing

for **injury** or loss or damage to **property** arising from or in connection with Horse Racing, Point to Point racing or Steeple Chasing.

### 4. Injury Sustained by Person Employed

for **injury** sustained by any **person employed** arising out of and in the course of employment with **you**.

### 5. Product

directly or indirectly caused by, arising from or in connection with any **product**.

### 6. Pollution Contamination

caused by, arising from or in connection with **pollution** contamination of the atmosphere or of any water, land, buildings or other tangible property except to the extent that **you** can demonstrate that such **pollution**;

- (a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **period of insurance**
- (b) was not the direct result of **your** failure to take reasonable precautions to prevent such **pollution**

Provided always that all such **pollution** which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that our total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Liability.

## 7. Vehicles

arising out of the ownership or possession or use of any mechanically propelled vehicle or attached trailer by **you** or on **your** behalf in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to:

- a. mechanical plant while operating as a tool of trade
- b. the loading or unloading of any vehicle or trailer except in respect of legal liability for which:
  - i. insurance or security is required by law;
  - ii. indemnity is provided by any motor insurance contract.

## 8. Vessels and Craft

arising out of the ownership, possession or use by **you** or on **your** behalf of any vessel or craft designed to travel in on or through water and/or air and/or space but this Exclusion will not apply to waterborne craft not exceeding 4 metres in length in United Kingdom or Ireland territorial waters provided always that **you** are not entitled to an indemnity under any other policy.

## 9. Property in Your Care Custody or Control

for loss of or **damage** to property belonging to or in **your** care, custody or control, or that of **your** family, household, **person employed** or other person in **your** service other than as defined in Policy Extension 2 Care Custody and Control Extension.

## 10. Nuclear Exclusion

This insurance does not cover loss, damage or liability due to any nuclear reaction, nuclear radiation or radioactive contamination.

## 11. Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

## 12. Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages, penalty clauses or performance warranties.

## 13. Defamation

in respect of any form of libel, slander or defamation.

## 14. Excess

for the amount of the **excess(es)** stated in the **policy**.

## 15. Employment Practice Liability

directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of and/or **person employed** howsoever arising.

## 16. Asbestos

arising directly or indirectly from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos or other materials, which **you** know, or have reason to suspect, contains asbestos, whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

## 17. Terrorism

This insurance excludes loss, damage, liability, cost or expense due to any:

- a) act of terrorism and/or
- b) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of terrorism means any act by a person or group(s) of persons, such as causing or threatening bodily injury or damage to property, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.

## 18. Cyber

**We** will not pay for any loss caused by or resulting from the use of, or inability to use, a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.”

## 19. Mould and Fungus

for **damage** to any **property** or any loss, cost or expense directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to Fungal Pathogens, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

For the purpose of this exclusion “Fungal Pathogens” means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

## 20. War

This insurance does not cover loss, damage or liability due to:

- a) war, civil war invasion, hostilities or any similar acts or events, whether or not war has been declared, or;
- b) a rebellion, revolution, insurrection, military or usurped power.

## 21. Professional or Commercial Activities

for **injury** or **damage** arising out of, or incidental to, any profession, occupation or business other than **Freelance Coaching**.

## 22. Hire or Reward

for **injury** or **damage** directly or indirectly caused by, or contributed to, or arising from the use of a horse for hire or reward other than the provision of a horse for **freelance coaching** which falls within definition 1b of **Freelance Coaching**.

## 23. Known Incidents

for any claim arising from circumstances known to **you** before the start of this **policy**.

## 24. Abuse

a. The actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;

b. negligent or intentional Employee hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by **you** whose conduct would be excluded by a. above, or may have contributed to the injuries set forth in a. above.

#### 25. Personal Data Breach

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any injury arising from) , any Personal Data breach by virtue of (i) material or non-material damage under Article 82 of the General Data Protection Regulation; or (ii) Data Protection Act 2018 Sections 168 and 169; or (iii) any other equivalent local legislation of substantially similar intent.

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## Policy Conditions

The following conditions apply and **you** must comply with these conditions to have the full benefit of this **policy**:

### 1. Claims procedure

**You** shall give **us** notice as soon as reasonably practicable of any **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

**You** shall also give all such additional information as **we** may require and co-operate with **us** or our appointed agents during each stage of any claim.

**You** shall not admit liability or make any offer or promise of payment without **our** prior written consent.

Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **us** immediately after they are received.

**We** shall be entitled either before or after any payment is made by **us** under this **policy** to take over at our own expense the absolute control and conduct of any negotiation, defence proceeding or settlement of any claim in **your** name and on **your** behalf.

**You** must not destroy any evidence, plant or other property relating to an **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

**You** shall keep adequate records and shall give such information and assistance as **we** may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

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

Email: [info.equine@howdengroup.com](mailto:info.equine@howdengroup.com)

### 2. Observance of Terms and Right of Recovery

**You** must observe and comply with all the terms of this **policy**, including anything to be done or complied with, before being able to benefit under this **policy**.

### 3. Excess

No claim will be paid until the applicable **excess** for that claim has been paid to and received by **us**.

### 4. Non-Contribution Clause

If any claim covered by this **policy** is also covered in whole or in part by any other insurance, **our** liability shall apply as excess of, and not as contributory with, such other insurance.

### 5. Other Insurances

If at any time of any claim(s) covered by this **policy** there is or but for the existence of the **policy** would be any other insurance covering the same legal liability the cover given by this **policy** will not apply except in respect of any amount beyond that which would have been payable under such other insurance had the **policy** not been effected and subject to the Limit of Liability.

## 6. Discharge of Liability

In respect of any claim against **you** to which a Limit of Liability applies, **we** may at any time pay the amount of that Limit after deduction of any sums already paid or incurred or any less amount for which at **our** absolute discretion that claim can be settled. **We** will relinquish control of that claim and be under no further liability in respect thereof except for **legal costs** for which **we** may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of **legal costs**.

## 7. Cancellation

The **Master Policy Holder** can cancel this insurance at any time.

**You** can cancel this insurance by removal from the Horse Sport Ireland register of Instructors or Coaches.

**We** can cancel this insurance by giving the **Master Policy Holder** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of **premium**;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **us** or to Howden.

## 8. Precautions and Reasonable Care

**You** shall take all reasonable precautions:

- a. for the safety of and to avoid, prevent or minimise any **damage to property**;
- b. to avoid, prevent or minimise any **injury to others or damage to their property**;

which might give rise to a claim under this **policy**.

**You** shall also:

- a. comply with all statutory and other obligation and regulation imposed by any authority;
- b. exercise reasonable care in the selection and supervision of person employed and in the employment of competent staff

## 9. Fraud

If **you** make a fraudulent claim under this **policy**, **we**:

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat this **policy** as having been terminated with effect from the date **you** submit the claim.

If **we** exercise our rights under Condition 9. c) above:

1. **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 **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
2. **we** need not return any of the **premium** paid.

This condition will only apply to **you** as an individual and not the entire group if the fraud was perpetrated by **you** and not the **Master Policy Holder**.

## 10. Subrogation

**We** may take any action **we** consider necessary to enforce **your** rights and **our** rights under the **policy**. Under this **policy** **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense, either before or after any payment is made by **us** under this **policy**.

However, **we** are not entitled to take action:

1. where **you** have not exercised **your** rights and **you** might reasonably be expected not to exercise those rights because **you** and the other person are members of the same family or are cohabitants. However, this does not apply where the conduct of the other person was serious or wilful misconduct.
2. Against **persons employed**, unless we prove the loss was caused by such **persons employed** intentionally or recklessly and with knowledge that the loss would probably occur.

## 11. Termination of Membership

**You** must be a member of the Horse Sport Ireland register of instructors and coaches. If **your** membership ends for any reason **your** cover under this **policy** will automatically end from the same date.

## 12. Third Party Rights

Nothing in the **policy** should be read as overriding a third party's rights to claim against **us** under the Consumer Insurance Contracts Act 2019.

# Further Information

## Complaints Procedure

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that **you** are dissatisfied please contact **us** so **we** can do what **we** can to help. **We** take complaints very seriously and aim to address all concerns fairly and efficiently. If **you** feel that **we** have not offered **you** this standard or **you** have any questions about **your** contract or the handling of a claim, then in the first instance **you** should contact **your** insurance broker or intermediary who arranged this insurance for **you** or the branch that issued the **policy**.

If **you** are still not satisfied with the service and wish to make a complaint, **you** may do so in writing or verbally using the contact details below:

Compliance Officer  
Liberty Mutual Insurance Europe SE  
20 Fenchurch Street  
London EC3M 3AW  
Tel: +44 (0) 20 3758 0840  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting **your policy** and/or claim number;

or

Compliance Officer  
Liberty Mutual Insurance Europe SE  
5-7 rue Léon Laval  
L-3372 Leudelange  
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting **your policy** and/or claim number.



If after making a complaint **you** are still not satisfied **you** may be entitled to refer the dispute to the Financial Services and Pensions Ombudsman (FSPO) which is a free and impartial service, who may be contacted at:

Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.  
Tel: (01) 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

To confirm whether **you** are eligible to ask the FSPO to review **your** complaint please contact them at <https://www.fspoi.ie/>

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, **you** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,  
7, boulevard Joseph II  
L-1840 Luxembourg  
Tel: (+352) 22 69 11 - 1  
Email: [caa@caa.lu](mailto:caa@caa.lu)  
[www.caa.lu](http://www.caa.lu)

or

Service national du Médiateur de la consommation  
Ancien Hôtel de la Monnaie  
6, rue du Palais de Justice  
L-1841 Luxembourg  
Tel: (+352) 46 13 11  
Email: [info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu)  
[www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)

or

Médiateur en Assurances  
ACA,  
12, rue Erasme  
L-1468 Luxembourg  
Tel: (+352) 44 21 44 1  
Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)  
[www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6](http://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service - this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

## Financial Services Compensation Scheme

If Liberty Mutual Insurance Europe SE are unable to meet their liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 7300.

## Data Protection Notice

How Liberty Specialty Markets uses **your** personal data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting **your** privacy. There are a number of different companies within **our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of **your** personal data will be the organisation providing your policy as set out in the documentation that is provided to **you**. If **you** are unsure **you** can also contact **us** at any time by e-mailing **us** at [dataprotectionofficer@libertyglobalgroup.com](mailto:dataprotectionofficer@libertyglobalgroup.com) or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

In order for **us** to deliver **our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **we** need to collect and process personal data. The type of personal data that **we** collect will depend on **our** relationship with **you**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **our** regulators or fraud prevention agencies. **We** also collect personal data about **our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at [www.libertyspecialtymarkets.com/privacy-cookies](http://www.libertyspecialtymarkets.com/privacy-cookies) for further information on how **your** personal data is used and the rights that **you** have in relation to the personal data **we** hold about **you**. Please contact **us** using the details above if **you** wish to see the privacy notice in hard copy.

## 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.

## Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this **policy**, such dispute shall be dealt with according to the law of Ireland, and only a competent Court in Ireland shall have jurisdiction. The **premium** has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

## Luxembourg Professional Secrecy

As a Luxembourg insurance undertaking, Liberty Mutual Insurance Europe SE is subject to an obligation of professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the "Luxembourg Act").

The provisions of the Luxembourg Act apply where this Policy insures risks that are located in the European Economic Area.

The Insured acknowledges and agrees that:

(a) the Company shall be permitted to (i) outsource certain services, activities or tasks to, and (ii) rely on services provided by, external providers (including the Company's branches and group companies) that may or may not be (a) regulated or (b) located in the Grand-Duchy of Luxembourg (the "Service Providers");

(b) any information that the Insured or an authorised representative has provided to the Company may be communicated to a Service Provider in the context of outsourcing/ reliance on services. This includes information that may directly or indirectly identify the Insured, a beneficiary under the Policy or an authorised representative (including present and past employees, directors and officers). The types of information that may be transmitted to Service Providers include, but are not limited to, (i) contact information, such as name, address, email and telephone number; (ii) general information, such as date and place of birth, marital and family status; (iii) official identification, such as national insurance number, tax identification number, passport number or other government issued identification number; (iv) corporate information, such as date of incorporation, registered office address, business activity, registered company number or details of shareholders; and (v) any other information relating to the Insured and/or its beneficial owner and/or a beneficiary under the Policy and/or an authorised representative ("Policyholder Information");

(c) it has read and accepted the information provided on the Company's website [www.libertyspecialtymarkets.com/Luxembourg-Professional-Secrecy](http://www.libertyspecialtymarkets.com/Luxembourg-Professional-Secrecy) about (i) the types of services the Company may outsource to Service Providers; (ii) the types of information the Company may transmit to Service Providers; and (iii) the countries in which the Service Providers are located, and understands that such information may be updated from time to time; and

(d) the transfer and/or disclosure of Policyholder Information to Service Providers is in its best interest and the Insured accepts all consequences resulting from such transfer and/or disclosure.

This notice relates solely to the Company's professional secrecy obligations under the Luxembourg Act and is not intended to be a notice or meet any obligations under applicable data protection legislation. Please refer to the privacy notice available at [www.libertyspecialtymarkets.com/privacy-and-cookies](http://www.libertyspecialtymarkets.com/privacy-and-cookies) for information about how the Company processes any personal data received.