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# Lloyd's Insurance Company S.A. Policy

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This policy is insured by Lloyd's Insurance Company S.A.

If any terms, clauses or conditions are unclear you are advised to contact your insurance intermediary immediately.

This policy is signed on behalf of Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloydseurope.com](http://www.lloydseurope.com) E-mail: [LloydsEurope.Info@Lloyds.com](mailto:LloydsEurope.Info@Lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

**Members' Wording**

**Master Policy of Public Liability 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.**

## 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) 203 8577 950  
E-mail: [info.equine@howdengroup.com](mailto: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 15 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. This is from 1st January 2024 or if the coach joins after this date, cover starts on the date that membership of the Horse Sport Ireland scheme is accepted by the **Master Policy Holder**. Cover expires on 31st December 2024 as long as you keep your membership in place.

**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 policy 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>	<p>Means Lloyd's Insurance Company S.A. A Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.</p> <p>Its Firm Reference Number(s) and other details can be found on <a href="http://www.nbb.be">www.nbb.be</a>.  Website address: <a href="http://www.lloydseurope.com">www.lloydseurope.com</a>  E-mail: <a href="mailto:LloydsEurope.info@Lloyds.com">LloydsEurope.info@Lloyds.com</a></p> <p>Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.</p>
<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 2024 or the date that membership begins

To 31<sup>st</sup> December 2024

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 a person;
- b. accidental **damage to property** owned by others;

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.

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.

## 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:

**We** will not cover **you** for:

(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:

**We** will not cover **you** for:

- (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:

**We** will not cover **you** for:

- (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 will not cover you** for 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, steeplechasing or team 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 or horse drawn vehicle 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: [ukclaims@howdengroup.com](mailto:ukclaims@howdengroup.com)

### 2. Excess

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

### 3. 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.

### 4. 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**.

## 5. 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.

## 6. 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

## 7. 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**.



## 8. 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.

## 9. 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.

## 10. Stamp Duty

Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

## 11. 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 Notice - Ireland

Any complaint should be addressed to:

Head of Complaints Management  
Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium

Tel: +32 (0)2 227 39 40

E-mail: [lloydseurope.complaints@lloyds.com](mailto:lloydseurope.complaints@lloyds.com)

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further.

You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint should be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Once the 40 (forty) business days have passed and the complaint has not been resolved, you will be advised of the expected timescale in which the complaint should be resolved.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Ireland

Tel: +353 1 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0027B  
18/11/2022

## Data Protection Notice

### ***Who we are***

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### ***What personal information we process about you***

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

### ***Why we collect your personal information and the lawful basis for processing***

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

### ***Who we are sharing your personal data with***

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

### ***How long we keep your data***

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

### ***Other people's details you provide to us***

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

### ***Complaints, contacting us and the regulator, and your rights***

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website <https://www.lloyds europe.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need to contact the insurance agent or insurance broker that arranged your insurance at:

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

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

### **Consent**

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

### **Contact details of the Data Protection Officer**

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium  
Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

LBS0046D  
17/03/2023

## **Sanctions Suspension Clause**

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LMA3200  
5 October 2023

## 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.

## Service Of Suit And Jurisdiction Clause

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.

All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this Insurance may be served if addressed and delivered to

Eamonn Egan  
Lloyd's Insurance Company S.A  
7/8 Wilton Terrace  
Dublin 2,  
D02 KC57

Tel: +353 16441000  
Email: LloydsIreland@Lloyds.com

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0081  
01/12/2019