

**EVIDENCE OF EMPLOYERS', PUBLIC AND PRODUCTS LIABILITY  
INSURANCE**

issued to:-

**THE IRISH PONY CLUB LIMITED  
TRADING AS THE IRISH PONY CLUB**

to cover:-

**The Irish Pony Club Limited trading as The Irish Pony  
Club and the Branches and individual Members thereof.**

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following:

The Claims Department  
Sompo International  
1st Floor, 2 Minster Court  
Mincing Lane, London, EC3R 7BB

By e-mail to:  
[intlclaims@sompo-intl.com](mailto:intlclaims@sompo-intl.com)

### **How do I make a Complaint?**

Any complaint should be addressed in the first instance to:  
Todd Corey  
Head of Legal and Compliance  
SI Insurance (Europe), SA  
40, avenue Monterey, 2nd Floor  
L-2163 Luxembourg

By e-mail to:  
[complaints@sompo-intl.com](mailto:complaints@sompo-intl.com)

Sompo International will acknowledge your complaint, in writing, within five business days of the complaint being made. We will provide you with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made and will aim to provide you with our decision on your complaint, in writing, within forty business days of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within 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  
Tel: +353 1 6 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

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

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>

### **Disclosure**

Your insurance is based upon the information provided by your Intermediary to Sompo International and you must ensure that all such information is complete and accurate, and that any facts that may influence our decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

### **Compensation**

You may be entitled to compensation from the Insurance Compensation Fund (ICF) if SI Insurance (EUROPE), SA is unable to meet its obligations to you under this insurance. If you were entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this insurance. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or €825,000, whichever is the lesser. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website:

<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

### **Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Privacy Notice for Insurance Applicants and Policyholders**

At SI Insurance (EUROPE), SA we are committed to protecting your personal information and respecting your data protection and privacy rights you have under applicable law and regulations.

When you submit any information to us for the purpose of requesting information from us about, or obtaining, our products or services or otherwise, including any personal information, we will use the information in our insurance business to conduct our business and perform our legal obligations, including:

- (i) verifying your identity;
- (ii) preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;
- (iii) assessing, establishing and managing claims and arranging or entering into any appropriate settlements;
- (iv) managing, reporting and auditing our business operations;
- (v) recovering debt;
- (vi) developing, improving and protecting our products, services, website, systems and relationships with you;
- (vii) research, risk management and statistical analyses;
- (viii) establishing, exercising or defending legal claims; and
- (ix) meeting regulatory and compliance requirements.

With your permission, we may also use your contact details (including email address) to send you information about our products and services or other products and services provided by us or one of our group companies.

We may share your information for the purposes outlined above with:

- (i) our group companies;
- (ii) brokers, other insurers and underwriters;
- (iii) healthcare professionals;
- (iv) law enforcement authorities;
- (v) other government authorities;
- (vi) fraud prevention agencies; and
- (vii) third parties involved in any aspect of claims management including surveyors, loss adjusters, claims agents, solicitors and private investigators;
- (viii) parties that may have a financial interest in the insurance policy or claim;
- (ix) other service providers that may process your personal information on our behalf (for example, IT service providers that host or support our business and may have data that includes your personal information); and
- (x) otherwise with your consent or in accordance with applicable law and regulations.

If you have provided information about another person, in doing so you confirm that you have such person's consent to provide the personal information to us, that you have told such person that you have provided the information to us, and how we will use the personal information as described in this notice.

To the extent you have provided your consent, and your consent provides the basis for our use of the information, you may withdraw your consent at any time by contacting us as described below.

More details about how we use your personal information may be found on our website at [www.sompo-intl.com](http://www.sompo-intl.com). The website also provides additional information about your data protection rights, how you may access and update your personal information and other choices you have about how we use your

personal information (including how to object to processing or withdrawing your consent at any time). If you have any questions regarding this notice, please contact us at:

Attn: Chief Compliance Officer  
Sompo International  
4 Manhattanville Rd.  
Purchase, NY 10577  
privacy@sompo-intl.com

**Several Liability Clause**

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

LSW1001

UMR: B1161D2068791



**SCHEDULE**

**Policy Number:** B1161D2068791

**Insured:** The Irish Pony Club Limited trading as The Irish Pony Club.

**Address of Insured:** Main Street  
Urlingford  
County Kilkenny  
Ireland

**Policy Period:** From 15<sup>th</sup> January 2020 at 00.01 GMT  
To 15<sup>th</sup> January 2021 at 00.01 GMT

## DEFINITIONS

- 1) "Insured" shall mean
- (I) The Irish Pony Club Limited trading as The Irish Pony Club and the Branches thereof and, at the request of the Insured,;-
    - (a) any director, partner or Employee of the Insured or any qualified Veterinary Surgeon or other qualified medical person while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim against any such person had been made against the Insured.
    - (b) any officer or committee of the Insured.
    - (c) any officer, member or Employee of the Insured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
    - (d) any director or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured.
    - (e) any sponsor or grantor of the Insured.
    - (f) any Judge, Steward, Instructor or other Official or any Volunteer, but only whilst acting for or on behalf of The Irish Pony Club Limited trading as The Irish Pony Club or the Branches thereof including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter.

Provided that such person shall as though he were the Insured observe fulfil and be subject to the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

- (II) The Royal Dublin Society but only in respect of equestrian events organised by The Irish Pony Club Limited held at the RDS Showground.
- 2) "Business" shall mean:-
- (I) the promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social and fund raising activities) or Interests all in connection with the Insured and, in connection therewith,;-
    - (a) the ownership, repair and maintenance of property
    - (b) the provision and management of canteen, social, sports and welfare facilities
    - (c) the provision and management of first aid, fire and ambulance services
    - (d) private work carried out with the consent of the Insured for any director or senior official of the Insured by an Employee of the Insured
  - (II) the promotion and/or organisation of and/or participation in and/or attendance at Pony Club Sections in Events organised by The Irish Long Distance Riding Association (Northern Region)
  - (III) participation in and/or attendance at overseas events by an official team representing the Republic of Ireland

and no other for the purposes of this Policy.

- 3) "Injury" shall mean bodily injury and includes death, illness or disease.

- 4) "Property" shall mean material property.
- 5) "Damage" shall mean physical damage and includes physical loss.
- 6) "Employee" shall mean:-
  - (a) any person under a contract of service or apprenticeship with the Insured
  - (b) any labour master or labour only sub-contractor or person supplied by any of them
  - (c) any self-employed person
  - (d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the Insured
  - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
  - (f) any casual labourer

while engaged in working for the Insured in connection with the Business.
- 7) "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied, transported or distributed by or on behalf of the Insured.
- 8) "Member" shall mean:-
  - (a) any member of a Branch of the Insured who has paid the necessary membership subscription to the said Branch from the time that such payment is accepted by the Branch until such time as the said member's membership of the Branch expires.
  - (b) any person granted temporary membership of the Insured by virtue of attending a "taster day" with a view to obtaining full membership

**or**

  - (c) if required by Law, the parent or guardian of the said member.
- 9) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 10) "Pollutants" shall mean any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 11) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:-
  - (i) is designed to or does:-
    - (a) intimidate or influence a de jure or de facto government or the public or a section of the public, or
    - (b) disrupt any segment of the economy

and
  - (ii) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

**INSURING CLAUSES**

The Underwriters will subject to the terms, Exclusions, Conditions and Endorsements contained herein indemnify the Insured against:-

A. in respect of the Employers' Liability Section only:-

- (I) all sums which the Insured shall become legally liable to pay as damages in respect of Injury which arises in connection with the Business.
- (II) claimant's costs and expenses in respect of Injury which arises in connection with the Business.
- (III) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be the subject of indemnity under this Policy.
- (IV) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Insured at:-

- (1) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
- (2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Policy.

Up to but not exceeding the Limit of Indemnity set forth in the Employers' Liability Section.

B. in respect of the Public Liability and Products Liability Sections only:-

- (I) all sums which the Insured shall become legally liable to pay as damages up to but not exceeding the Limit(s) of Indemnity set forth in the Public Liability and Products Liability Sections and, in addition to the aforementioned Indemnity Limit(s), claimant's costs and expenses in respect of Injury or Damage to Property which arises in connection with the Business.
- (II) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be the subject of indemnity under this Policy.
- (III) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Insured at:-

- (1) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
- (2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or Damage to Property

which may be the subject of indemnity under this Policy.

It is agreed between the Underwriters and the Insured that indemnity provided by this Policy shall apply only to judgements of first instance against the Insured in the Courts of Law within the European Union and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.



## **EMPLOYERS' LIABILITY SECTION**

The Insured is indemnified by this Section in accordance with the Insuring Clauses but only for Injury sustained by any Employee of the Insured arising out of and in the course of his employment with the Insured and caused during the Policy Period set forth in the Schedule:

- (a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man, or
- (b) whilst temporarily outside the countries named in (a) provided that any such Employee is ordinarily resident in any of the aforesaid countries.

## **EXCLUSIONS**

- 1) This Section shall not indemnify any Member.
- 2) The Underwriters shall not indemnify the Insured under this Section against liability for Bodily Injury sustained by any Employee:-
  - (i) arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
  - (ii) arising out of Terrorism.

## **RIGHTS OF RECOVERY**

The indemnity provided under this Section is deemed to be in accordance with such provisions as any applicable law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man may require but the Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

## **LIMIT OF INDEMNITY**

The liability of the Underwriters for:-

- (i) all defence costs and
- (ii) all damages, costs, fees and expenses payable by the Insured under this Section to any claimant or number of claimants

in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed EUR 13,000,000.00

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## **PUBLIC LIABILITY SECTION**

The Insured is indemnified by this Section in accordance with the Insuring Clauses for:-

- 1) Accidental Injury to any person
- 2) Accidental Damage to Property
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

happening during the Policy Period set forth in the Schedule

- (a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man, or
- (b) elsewhere in Europe but only in connection with the Business carried on by the Insured at or from any premises situated in any of the countries specified in (a)
- (c) elsewhere in the World arising out of Business visits by directors or officials or non-manual Employees or Members ordinarily resident in any of the countries specified in (a).

## **EXCLUSIONS**

The Underwriters shall not indemnify the Insured under this Section against liability:-

- 1) for Injury sustained by any Employee.
- 2) for Damage to Property belonging to the Insured or in the custody or control of the Insured or any Employee other than:-
  - (a) Employees' or visitors' Property.
  - (b) any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the purpose of carrying out the activities of the Insured.
  - (c) any Horse in the custody or control of the Insured.
- 3) arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured of:-
  - (a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Injury or Damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other policy.
  - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding 6 metres in length).
- 4) caused by any Products after they have ceased to be in the custody or control of the Insured other than food or drink.

## **EXCESS**

This Section shall exclude the first EUR 2,000.00 of each and every claim in respect of Damage to Property and EUR1,500 in respect of third party injury.

## **LIMIT OF INDEMNITY**

The Liability of the Underwriters for all damages payable by the Insured under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed EUR 6,500,000.00

**EXTENSIONS** (Subject to all the terms, Conditions, Limitations, Limit of Indemnity and Exclusions of this Section).

1) Members Indemnity.

This Section extends to indemnify any Member in accordance with the Insuring Clauses for Accidental Injury to any person or Accidental Damage to Property arising whilst the Member is attending or participating in any official Irish Pony Club activities including training days and social activities.

In respect of this Extension only, Exclusion (2) to this Section is amended to read as follows:

- (2) for Damage to Property belonging to the Member or in the custody or control of the Member or any Employee.

In respect of Members the Definition of "Business" is extended to include the participation in activities organised by The Association of Irish Riding Clubs excluding whilst travelling to or from such activities.

2) Landowners Indemnity.

This Section extends to indemnify in like manner to the Insured any landowner, occupier or farmer or Forestry Commission on whose land (including any structures contained thereon) events or other activities organised by the Insured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only and the owner of any stabling utilised by the Insured in the course of the Business.

3) Defective Premises.

This Section extends to indemnify the Insured against liability in respect of Injury or Damage to Property arising in respect of any premises disposed of by the Insured.

Provided that the indemnity shall not apply in respect of Damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

4) Member to Member.

This Section extends to indemnify any Member in respect of liability, as provided for in Extension 1, to another Member provided that nothing contained in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any claim during the Period of Coverage in excess of the amount stated as the Limit of Indemnity.

In respect of this Extension only, Exclusion (2) to this Section is amended to read as follows:

- (2) for Damage to Property belonging to the Member or in the custody or control of the Member or any Employee.

5) Leased or Rented Premises.

This Section extends to indemnify the Insured in respect of liability, as herein defined, for Damage to premises (or the fixtures or fittings thereof) leased or rented to the Insured.

Provided that the indemnity shall not apply in respect of liability for:

- (a) Damage if the liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) the first EUR 2,000.00 of such Damage.

6) Contingent Liability (Non-owned Vehicles).

This Section extends to indemnify the Insured in respect of liability, as herein defined, arising out of the use of any motor vehicle not the property of or provided by the Insured being used for the purpose of the Business.

Provided that the Underwriters shall not be liable:-

- (a) for Damage to any such vehicle.
- (b) for Injury or Damage to Property resulting while such vehicle is being:-
  - (i) driven by the Insured.
  - (ii) driven with the general consent of the Insured or of his representatives by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iii) used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.
  - (iv) used elsewhere than in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man.
- (c) where indemnity is provided or but for the existence of this Policy would be provided by any other policy or policies.

### **PRODUCTS LIABILITY SECTION**

The Insured is indemnified by this Section in accordance with the Insuring Clauses for:-

- 1) Accidental Injury to any person
- 2) Accidental Damage to Property

happening anywhere in the World excluding the United States of America or Canada during the Policy Period set forth in the Schedule and caused by any Products.

### **EXCLUSIONS**

The Underwriters shall not indemnify the Insured under this Section against liability:-

- 1) in respect of Damage to any Product or contract work executed by the Insured caused by any defect therein or the unsuitability thereof for its intended purpose.
- 2) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any Product or Contract work executed by the Insured necessitated by any defect therein or the unsuitability thereof for its intended purpose.
- 3) for Injury or Damage to Property caused by any Product used with the knowledge of the Insured for incorporation into the structure, machinery or controls of any aircraft.
- 4) for Injury or Damage to Property arising from any Product while such Product remains in the possession of or under the control of the Insured.
- 5) arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.
- 6) arising out of food or drink supplied by the Insured.
- 7) for Damage arising from the failure of any Product to fulfil its intended function.

### **LIMIT OF INDEMNITY**

The liability of the Underwriters for all damages payable by the Insured under this Section in respect of all claims made against the Insured during the Policy Period set forth in the Schedule shall not exceed EUR 6,500,000.00

## **EXCLUSIONS TO THE PUBLIC AND PRODUCTS LIABILITY SECTIONS**

- 1) The Underwriters shall not be liable under this Policy:-
- (i) for Injury or Damage to Property directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants
  - (ii) for the cost of removing, nullifying or cleaning up Pollutants
  - (iii) for fines, penalties or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants

occurring within the geographical limits other than in the United States of America and/or Canada.

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (i) and (ii) above which arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy Period set forth in the Schedule provided that all discharges, dispersals, release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Policy to have occurred at the time such incident takes place.

The liability of the Underwriters for all damages payable in respect of all discharges, dispersals, release or escape of Pollutants which is deemed to have occurred during the Policy Period set forth in the Schedule shall not exceed in the aggregate the amount stated in the Public Liability Section as the Limit of Indemnity.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated as the Limit of Indemnity for the Public Liability Section.

- 2) Notwithstanding anything contained in Exclusion (1) above to the contrary the Underwriters shall not be liable under this Policy for:-
- (A) Injury or Damage to Property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants:-
    - (i) at or from premises owned, rented or occupied by the Insured
    - (ii) at or from any site or location used by or for the Insured or others for the handling, storage, disposal, processing or treatment of waste
    - (iii) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the Insured or any person or organisation for whom the Insured may be legally responsible
    - (iv) at or from any site or location on which the Insured or any contractors or subcontractors working directly or indirectly on behalf of the Insured are performing operations:-
      - (a) if the Pollutants are brought on or to the site or location in connection with such operations
      - (b) if the operations are to test for, monitor, clean up, remove, contain, treat or detoxify or neutralise the Pollutants
    - (v) from any goods
  - (B) any loss, cost or expense arising out of any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants
  - (C) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any Pollutants

occurring within the United States of America and/or Canada.

- 3) The Underwriters shall not be liable under this Policy for Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.
- 4) The Underwriters shall not be liable under this Policy for Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 5) The Underwriters shall not be liable under this Policy:-
  - (i) for damages, direct or consequential, on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - (ii) for any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - (iii) for or any obligation or duty to defend any actions on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, "Bodily Injury" shall include mental anguish, mental injury and/or emotional distress.

- 6) The Underwriters shall not be liable under this Policy for Bodily Injury, loss, damage, cost or expense of whatsoever nature arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

**EXTENSIONS TO THE EMPLOYERS' , PUBLIC AND PRODUCTS LIABILITY SECTIONS**

## 1) CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

The Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Policy indemnify the Insured in respect of Injury or Damage to Property, to the extent that any contract or agreement entered into by the Insured with any Principal so requires, against liability assumed by the Insured and indemnify the Principal in like manner to the Insured in respect of the liability of the Principal, arising out of the performance by the Insured of such contract or agreement.

Provided that:-

- (i) the conduct and control of claims is vested in the Underwriters.
- (ii) the Principal shall observe, fulfil and be subject to the terms, Exclusions, Conditions and Endorsements of this Policy so far as they can apply.
- (iii) the indemnity shall not apply to liquidated damages or under any penalty clause.
- (iv) the indemnity provided under the Employers' Liability Section shall only apply in respect of liability to any person who is an Employee of the Insured.

Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim in excess of the amount stated as the Limit of Indemnity for the Section under which the claim attaches.

## 2) CROSS LIABILITIES

If the Insured comprises more than one party the Underwriters will subject to the terms, Exclusions, Conditions and Endorsements of this Policy treat each party as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim in excess of the amount stated as the Limit of Indemnity for the Section under which the claim attaches.

## 3) WORLD WIDE TRANSPORTATION

In respect of the Public Liability and Products Liability Sections only and where the Business of the Insured includes activities which involve the transportation of Horses outside the geographical limits set forth therein, the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Policy indemnify the Insured in respect of legal liability for Injury or Damage to Property happening anywhere in the World arising out of such activities only.

**CONDITIONS PRECEDENT TO LIABILITY**

It is a condition precedent to Underwriters liability hereunder that:-

- 1) hard hats are worn whilst riding unless different headwear is specified in competition rules.



## **GENERAL EXCLUSIONS**

The Underwriters shall not be liable under this Policy for:-

- 1) Injury or Damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 2) Injury or Damage to Property directly or indirectly caused by contributed to by or arising from:-
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability of whatsoever nature directly or indirectly caused by contributed to by or arising from stunt riding or stunt training.
- 4) any claim arising from circumstances known to the Insured prior to the commencement of the Policy Period set forth in the Schedule.
- 5) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 6) any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.
- 7) Injury or Damage to Property arising out of moveable or non-permanent cross country jumps that are not secured in line with current Eventing Ireland and/or FEI regulations. This exclusion is deemed to apply irrespective of whether the Insured holds competitions under Eventing Ireland and/or FEI rules.
- 8) Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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15 September 2010

**GENERAL CONDITIONS**

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

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

Howden UK Group Limited  
1 Creechurch Place  
London  
EC3A 5AF

The Insured or any Member shall not admit liability for or offer or agree to settle or repudiate any claim without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured or any Member the defence of any claim and to prosecute in the Insured's name or the name of the Member for the Underwriters' benefit any claim for indemnity or damages or otherwise against any Third Party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured or any Member shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.

The claims procedure shall apply notwithstanding any sums borne by the Insured or any Member as an excess.

- 2) Except as herein specified to the contrary if any claim covered by this Policy is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of the Landowners Indemnity Extension to the Public Liability Section or in respect of any qualified veterinary surgeon or other qualified medical person.
- 3) In respect of any qualified veterinary surgeon or other qualified medical person this Policy does not cover any claim which at the time of the happening of the occurrence giving rise to the claim is insured by or would, but for the existence of this insurance, be insured by any other existing insurance or insurances.
- 4) The Insured and the Members shall take reasonable precautions to prevent Injury or Damage and to maintain all buildings, furnishings and vehicles in sound condition. The Insured and the Members shall as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- 5) Notwithstanding anything contained in this Policy to the contrary this Policy may be cancelled by the Insured at any time by written notice or by surrender of this Policy to the Underwriters. This Policy may also be cancelled by or on behalf of the Underwriters but only in the event of non-payment of premium, fraud or misrepresentation by the Insured by delivering to the Insured or by mailing to the Insured by registered, certified or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be cancelled by the Insured or by or on behalf of the Underwriters, the Underwriters shall receive the earned premium hereon.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- 6) Any fraud, misstatement or concealment by the Insured or any Member either in the representation on which this coverage is based or in relation to any other matter affecting coverage or in connection with the making of a claim hereunder shall render this Policy in respect of the Insured or such Member null and void and all claims in respect of the Insured or such Member shall be forfeited.

- 7) If a payment exceeding the Limit of Indemnity has to be made to dispose of a claim, the liability of the Underwriters to pay any costs, charges and expenses in connection with the defence thereof shall be limited to such proportion of the said costs, charges and expenses as the Limit of Indemnity set forth in the Section of this Policy under which the claim attaches bears to the amount paid to dispose of the claim.
- 8) If any part of the premium for coverage under this Policy has been calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such record. The Insured shall at 6 monthly intervals furnish such particulars and information as the Underwriters may require and the premium hereon shall be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium required.
- 9) Notwithstanding anything contained in this Policy to the contrary it is hereby understood and agreed that in respect of claim(s) made against the Insured or any Member in the United States of America and/or Canada arising out of the legal liability, as herein defined, of the Insured or any Member any costs, fees and expenses incurred with the Underwriters' prior consent in the investigation, defence or settlement of any claim made against the Insured or any Member and the costs of representation at any inquest, enquiry or other proceedings which have direct relevance to any claim made or which might be made against the Insured or any Member in the United States of America and/or Canada shall be included in the amount stated as the Limit of Indemnity for the Section under which the claim attaches.
- 10) The Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this insurance (or, in respect of instalment premiums, when due).

If the premium due under this insurance has not been paid to Underwriters by the 60<sup>th</sup> day from the inception of this insurance (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this insurance by notifying the Insured via the broker in writing. In the event of cancellation, the premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full insurance premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this insurance.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If the premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, this insurance shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

- 11) No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 12) Electronic Data Endorsement
  - 1) Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to

COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils  
Fire  
Explosion

## 2) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

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